

Ken Royal
Dutch Island
Covenants Summary

DECLARATIONS OF COVENANTS
AND RESTRICTIONS



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DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS
RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC.

[Recorded: Deed Book 99-D, Folio 857]

[Recorded May 19, 1971]

FIRST PHASE OF DUTCH ISLAND
GRIMBALL'S POINT

Applicable to DUTCH ISLAND DEVELOPMENT, including at this time properties located on GRIMBALL'S POINT, an approved subdivision, subject to Chatham County, Georgia, zoning ordinances; this plat of GRIMBALL'S POINT comprises the first phase of the DUTCH ISLAND DEVELOPMENT and was made by Robert Bahr, Registered Engineer, dated May 11, 1971, and is recorded in the Office of the Clerk of the Superior court of Chatham County, Georgia, Book G, Folio 11.

W I T N E S S E T H

DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, and the LIBERTY ISLAND CORPORATION, all Georgia corporations (hereinafter called the COMPANIES), hereby declare that they have imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND DEVELOPMENT, located at GRIMBALL'S POINT, which shall later include GNANN HAMMOCK and DUTCH ISLAND, subdivision plats of which are not recorded as of May 18, 1971, Chatham County, Georgia, to wit:

I. - GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various lots, areas, and streets (shown on the first plat of DUTCH ISLAND DEVELOPMENT, known as GRIMBALL'S POINT), as hereinafter set out, but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by one or more of the COMPANIES. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from any of the COMPANIES hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the COMPANIES agree and bind themselves to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts of conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on that plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas, and streets shown on the recorded plat of GRIMBALL'S POINT. These restrictions do not apply to the use of areas now designated or designated at some future date by the COMPANIES, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate houses, including gates, and recreational areas, and the COMPANIES expressly reserve unto themselves the right to designate any lot or area for the aforesaid purpose.

II. - RESERVATIONS:

1. The COMPANIES reserve the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by them, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by one or more of the COMPANIES from time to time. This provision is not to be construed as an obligation on the part of the COMPANIES to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the COMPANIES and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The COMPANIES agree to maintain all other streets that are open for use by the residents for a period of three years after the streets are opened. Thereafter, the abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The COMPANIES reserve the sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the COMPANIES.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the successors and designated assigns of the COMPANIES.

III - EASEMENTS:

1. UTILITY EASEMENT. The COMPANIES reserve a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the COMPANIES to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown on the attached two plats in DUTCH ISLAND DEVELOPMENT shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of GRIMBALL'S POINT, except that in addition minimum set-back from inside lot division lines shall be not less than twenty-five (25) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by one or more of the COMPANIES in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots provided approval is first obtained from the COMPANIES.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the COMPANIES to install or maintain a sewerage system; however, it is contemplated that when a sufficient number of houses are constructed, such a system will be installed. What will constitute a sufficient number of houses shall be determined by the COMPANIES.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of ten (10) inches or more, breast high, and all cedar trees, magnolia trees, and dogwood trees, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2600 square feet for a one-story residence and 1600 square feet on the ground floor for a two story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES.

No living tree having a diameter greater than ten (10) inches, breast high, may be cut on any of the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES, nor may any dogwood, cedar, or magnolia be cut regardless of size without the written consent from the COMPANIES.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the COMPANIES; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the COMPANIES specifically so provides.

b) The COMPANIES will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the COMPANIES. Unless otherwise agreed with the COMPANIES in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale shall keep the portion of such lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The COMPANIES reserve the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the COMPANIES.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the COMPANIES.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the COMPANIES.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the COMPANIES.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the COMPANIES.

f) No building shall be constructed on a concrete slab unless prior approval is given in writing by the COMPANIES.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the COMPANIES, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the COMPANIES and must be approved by the COMPANIES in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the COMPANIES in their sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the COMPANIES.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the COMPANIES, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The COMPANIES shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the COMPANIES; and the COMPANIES may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The COMPANIES reserve the right to care for vacant and unimproved and unkept lots and areas in said DUTCH ISLAND DEVELOPMENT to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the COMPANIES, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the COMPANIES to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the COMPANIES.

VI - COVENANTS RUNNING WITH THE LAND.

The aforesaid restrictions, conditions, limitations, and agreements shall be construed as covenants running with the land and shall apply to and bind all persons and shall be enforceable by the COMPANIES, their successors and designated assigns, or by any person who at any time shall own land in the said DUTCH ISLAND DEVELOPMENT; but the failure to enforce any one, or more, shall not be deemed as a waiver of the right by the COMPANIES or any individual owner to do so thereafter as to the same or any subsequent breach thereof.

VII - TERMS.

These covenants shall run with the land, and shall be binding upon the COMPANIES and all parties and persons claiming under them for a period of twenty-five (25) years from the date that this declaration shall be filed for record in the public records of Chatham County, Georgia; after which time such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said one or more of the COMPANIES, their successors or designated assigns, and then after thirty-five (35) years the owners of a majority of the lots or areas in said DUTCH ISLAND DEVELOPMENT and said instrument shall be filed for record in the public records of said county within ninety (90) days from the expiration of the preceding period.

VIII- ENFORCEMENT OF COVENANTS.

If any person or persons owning or exercising possession or control of a lot or area in said DUTCH ISLAND DEVELOPMENT shall violate, or attempt to violate, any of the covenants herein contained, it shall be lawful for the COMPANIES, their successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violating, or attempting to violate, any such covenants and either to prevent him or them from doing so or to recover damages for such violation or both. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Book 100-W, Folio 359]
[Recorded July 19, 1972]

FIRST PHASE OF DUTCH ISLAND
GNANN HAMMOCK

THIS DECLARATION, made this 19th day of July, 1972, by DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION, all Georgia corporations (hereinafter referred to as the COMPANIES).

WITNESSETH

The COMPANIES hereby declare that they have established the following restrictions, conditions, easements, rights, and privileges on the property known as GNANN HAMMOCK SUBDIVISION, PHASE ONE, a part of DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Plat Book H, Folios 1 and 2.

I - DECLARATION - PURPOSES:

1.1. GENERAL PURPOSES.

The COMPANIES are the owners of certain real property located on GNANN HAMMOCK and DUTCH ISLAND, Chatham County, Georgia, and desire to create thereon a residential subdivision and other facilities for the benefit of the residents of the said properties to be known as DUTCH ISLAND DEVELOPMENT. The COMPANIES wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

The COMPANIES desire to provide for the preservation of the values and all of the amenities in DUTCH ISLAND DEVELOPMENT and to supplement certain restrictive covenants already in existence and incorporated herein by reference. Therefore, they herewith adopt and incorporate by reference into this instrument those Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc. declared by the COMPANIES to be applicable for GRIMBALL'S POINT SUBDIVISION, a portion of DUTCH ISLAND DEVELOPMENT, said declaration of restrictions being recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of Superior Court, Chatham County, Georgia. These restrictions, rights, easements, privileges, etc., together with those set out herein shall be applicable to that phase of DUTCH ISLAND DEVELOPMENT known as GNANN HAMMOCK SUBDIVISION, PHASE ONE, and shown on a plat made by Bahr Wilson & Associates, Inc., recorded in Subdivision Map Book H, Folios 1 and 2, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

1.2. The COMPANIES have caused a non-profit corporation to be organized known as the Dutch Island Residents Association, Inc. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes

of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

II - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

2.1. MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2. VOTING RIGHTS.

The Association shall have two classes of voting members:

CLASS A: Class A members shall be all those owners as defined in Paragraph 2.1., with the exception of the COMPANIES. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

CLASS B: Class B members shall be the COMPANIES. Class B members shall be entitled to three votes for each lot and living unit in which they hold the interest required for membership by this Article. Those portions of Dutch Island which have not been subdivided shall be treated as 500 lots for purposes of membership by the COMPANIES until such time as a plan for the development is officially and finally approved and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. If the remainder of Dutch Island is subdivided in phases, then the 500 lots shall be reduced by the number of lots sold by the COMPANIES in each phase, a plat of which is placed on record; however, the COMPANIES will still reserve the right to vote based on the number of lots remaining, reduced by the number in that phase which they no longer own.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

III - COVENANT FOR MAINTENANCE ASSESSMENTS:

3.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

The COMPANIES, for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided.

No special purpose annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due. Provided, however, the COMPANIES may, on a continuing basis, keep a record of all expenses incurred in developing and maintaining all properties within the DUTCH ISLAND DEVELOPMENT and set off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. For purposes of this setoff the valuation placed on the causeway to GNANN HAMMOCK and DUTCH ISLAND is set at 1.5 million dollars; any and all other expenditures by the COMPANIES for any purpose, whether paving, sewerage, water systems, or beautification, shall be recorded in the books of the COMPANIES and from time to time added to the valuation placed on the causeway for purposes of the setoff. The COMPANIES are not obligated to perform any of the foregoing, however. The valuation of the entrance and gates shall be set at \$75,000.00 for purposes of this setoff.

All assessments must be levied uniformly against members of the Association.

3.2. PURPOSE OF ASSESSMENTS.

3.2.1. Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, managements, and supervision thereof. This provision in no way requires the COMPANIES to establish any common properties.

3.2.2. Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

3.2.3. Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement

upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the COMPANIES including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of Class B members and Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3. BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be \$250.00 per lot or living unit. From and after January 1, 1976, the annual general purpose assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years.

3.3.2. Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3. The Board of Directors of the Association after consideration of current maintenance costs and after needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the approval of the Class B membership.

3.4. CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

From and after January 1, 1976, the Association may change the maximum and basis of the annual general purpose assessments prospectively, provided that any such change shall have the assent of a majority of the vote of Class B members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

3.5. QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence at the meeting of members, or of proxies, entitled to cast 20% of the votes of Class A members and 50% of Class B members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, but in any event not before January 1, 1973. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual general purpose or annual special purpose assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

3.7. DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than \$15.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and
- b) All properties which are or which become common properties.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

IV - WATER SERVICE:

Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service, when provided, and prior to actual use when made available, to the operator of the utility system organized to serve the area. At such time as the owner shall elect to have water service, if provided, connected, he shall pay a separate connection or tap-in charge of One Hundred Dollars (\$100.00) for each such service as established by the serving utility. Thereafter he shall pay for consumption of water at reasonable rates subject to a minimum monthly charge established by the serving utility which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the utility. There shall be no discharge of water into the sanitary sewer, when and if provided, from any roof, footing or yard drains or any other source of water other than from household waste.

V - SEWER SERVICE AND GARBAGE COLLECTION:

When and if a sewage system is installed by the COMPANIES, all persons who shall subsequently become owners of a lot or living unit shall be required to utilize such system. Garbage disposal and garbage collection service shall be in accordance with the provisions made therefor by the COMPANIES, when and if such provision is made.

VI - GENERAL PROVISIONS:

6.1. DURATION.

The covenants and restrictions set forth in this Declaration shall run with and bind the

land, and shall inure to the benefit of and be enforceable only by the Association or the COMPANIES, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

6.2. NOTICES.

Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of mailing.

6.3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or the COMPANIES to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

6.4. MODIFICATION.

By recorded supplemental declaration, the COMPANIES may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The COMPANIES shall make the sole determination of what constitutes a change in the general purposes of these instruments.

6.5. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

7. Nothing contained herein shall be construed as limiting the flexibility of the COMPANIES in developing or selling any of their properties upon such terms and conditions and in such a way as they, in their sole discretion, deem desirable.

AMENDMENT OF RESTRICTIVE COVENANTS

FIRST PHASE OF DUTCH ISLAND
GNANN HAMMOCK

[Recorded in Deed Record Book 105-R, Folio 583]
[Recorded September 30, 1975]

This Amendment to Declaration of Covenants and Restrictions made this 19th day of August, 1975, by DUTCH ISLAND CORPORATION, THE SOUTHERN UNION COMPANY, and THE LIBERTY ISLAND CORPORATION, all Georgia corporations (hereinafter referred to as "the COMPANIES").

Whereas, the COMPANIES have heretofore executed Declarations of Covenants and Restrictions recorded in Deed Record Books 99-D, Folio 857 and 100-W, Folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations set forth minimum set-back restrictions as shown on the recorded plat of GNANN HAMMOCK SUBDIVISION, PHASE I; and

Whereas, the recorded plat of GNANN HAMMOCK SUBDIVISION, PHASE I, recorded in Subdivision Map Book H, Folio 2 of the Plat Records of the Superior Court of Chatham County, Georgia, shows a fifty foot (50') minimum building set-back from the Eastern boundary of Coveview Drive (formerly Buccaneer Drive) as to Lots 22, 23 and 24; and

Whereas, the survey of Lot 23, said Subdivision and Phase, by Vincent Helmly, registered Land Surveyor, dated August 18, 1975, shows an encroachment of the building set-back line by the improvements of this lot; and

Whereas, the COMPANIES wish to waive any right to enforce this violation of the building set-back restrictions and wish to modify the set-back restriction as to Lot 23, GNANN HAMMOCK SUBDIVISION, PHASE I, and the adjoining Lots 22 and 24, so that there will be a uniform minimum set-back as to improvements on the East side of Coveview Drive.

Now, Therefore, the COMPANIES for an in consideration of the premises do hereby waive any right to enforce the aforesaid violation of the set-back provisions of the aforesaid Declarations and Restrictions and do hereby amend the minimum set-back restrictions as to Lots 22, 23, and 24, GNANN HAMMOCK SUBDIVISION, PHASE I, to provide that the minimum set-back line from the East side of Buccaneer Drive (now Coveview Drive) is changed from fifty feet (50') as set forth in the recorded map of said subdivision to a minimum set-back line from the East side of Buccaneer Drive (now Coveview Drive) of forty feet (40').

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded: Deed Book 112-J, Folio 463]
[Recorded March 7, 1979]

PHASE 1-A DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 5th day of March, 1979, by DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION COMPANY, all Georgia corporations, (hereinafter referred to as the COMPANIES);

Whereas, the COMPANIES made certain direct Declarations of Restrictions and Conditions recorded in Deed Book 99-D, Folio 857 and Deed Book 100-W, Folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia; and

Whereas, SOUTHERN UNION COMPANY, a Georgia corporation, is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 1-A, which is a part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book R, Folio 31; and

Whereas, the COMPANIES desire to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents; and

Whereas, Frederick Wessels, III, Herman W. Coolidge and Frank W. Seiler also own land within said subdivision and phase and hereby assent to the within covenants.

W I T N E S S E T H

The COMPANIES hereby declare that DUTCH ISLAND SUBDIVISION, PHASE 1-A, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book R, Folio 31 in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in a Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857 of the Deed Records of the Superior Court of Chatham County, Georgia as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION recorded in Deed Record Book 100-W, Folio 359 of the deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

The Declarations of Restrictions recorded in Deed Book 99-D, Folio 857 of the aforesaid records shall be amended by deleting the original sections:

IV. USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
7. SIZE OF RESIDENCE.
8. CUTTING OF TREES.
14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING (f).

The following provisions shall be inserted in lieu thereof:

IV. USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer houses, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house shall be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2400 square feet for a one-story residence and 1400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or acres in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

(1) The finished floor of any living area of a dwelling constructed within this subdivision must be at least 18 inches above the grade of the surrounding lot.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Book 122-H, Folio 856]
[Recorded December 5, 1983]

PHASE 1-A-2 OF DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 2nd day of December, 1983, by SOUTHERN UNION COMPANY, a Georgia corporation, (hereinafter referred to as the "COMPANY");

Whereas, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 1-A-2, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 4-S, Folio 28; and

Whereas, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 1-A-2, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 4-S, Folio 28, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY, and SALT MARSH COMPANY recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII - WATER, SEWER AND GARBAGE COLLECTION

1. WATER SERVICE.

This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS.

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

For Amend Dec 129-A-144
For AGMT see 134-K-562

11840-532

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

DECLARATION OF COVENANTS AND RESTRICTIONS

532

THIS DECLARATION made this _____ day of July, 1982,
by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter
referred to as the COMPANY);

WHEREAS, the COMPANY is the owner of certain real
property known as DUTCH ISLAND SUBDIVISION, PHASE 1-B, which is
part of the Dutch Island Development, the plat of said subdivision
being recorded in the Office of the Clerk of the Superior Court
of Chatham County, Georgia, in Subdivision Map Book 3-^S~~5~~, Page 17;
and

WHEREAS, the COMPANY desires to provide for the
preservation of the values and to provide amenities in said
development and wishes to insure a pleasant environment for
gracious living which shall include ecological harmony and
recreational opportunity for the residents.

: W I T N E S S E T H :

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION
PHASE 1-B, a part of Dutch Island Development, as shown on a map
of said subdivision recorded in Subdivision Map Book 3-^S~~5~~, Page 17,
in the Office of the Clerk of the Superior Court of Chatham County,
Georgia, shall be subject to the restrictions, conditions, easements,
rights and privileges declared by Dutch Island Corporation, Southern
Union Company and Liberty Island Corporation to be applicable to
Grimball's Point as set forth in Declaration of Restrictions record-
ed in Deed Record Book 99-D, Page 857, of the Deed Records of the
Superior Court of Chatham County, Georgia, as herein amended, and
also to that Declaration of Covenants and Restrictions declared
by Dutch Island Corporation, Southern Union Company, Liberty Island
Corporation, Atlantic Insurance and Investment Company, and Salt
Marsh Company recorded in Deed Record Book 114-X, Page 5, of the
Deed Records of the Superior Court of Chatham County, Georgia,

which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

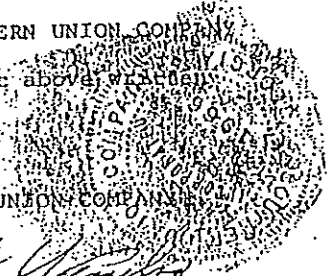
IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of SOUTHERN UNION COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

James J. Jones
WITNESS

BY: Franklin C. ...
PRESIDENT



(CORPORATE SEAL)

Pat ...
NOTARY PUBLIC, CHATHAM COUNTY,
GEORGIA

ATTEST: G. E. ...
SECRETARY

PAT. RIGHTS
If any Public, Chatham County, Ga.
By Corporation Code, Sec. 7, 1959

Filed for Record At 1:17 o'clock P M. On the
19 day of July 1952
Booked to Record at 118-7 page 532
On the 19 day of July 1952

CLERK SUPERIOR COURT, CHATHAM CO., GA.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 112-J, Folio 468]
[Recorded March 7, 1979]

PHASE 1-C DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 7th day of March, 1979 by DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION COMPANY, all Georgia corporations, (hereinafter referred to as the COMPANIES):

Whereas, the COMPANIES made certain direct Declarations of Restrictions and Conditions recorded in Deed Book 99-D, Folio 857 and Deed Book 100-W, Folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia; and

Whereas, SOUTHERN UNION COMPANY, a Georgia corporation, is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 1-C, which is a part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book R, Folio 44; and

Whereas, the COMPANIES desire to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The COMPANIES hereby declare that DUTCH ISLAND SUBDIVISION, PHASE 1-C, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book R, Folio 44 in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in a Declaration of Restrictions recorded in Deed Record Book 99-D, folio 857 of the Deed Records of the Superior Court of Chatham County, Georgia as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION recorded in Deed Record Book 100-W, Folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

The Declarations of Restrictions recorded in Deed Book 99-D, Folio 857 of the aforesaid records shall be amended by deleting the original sections:

IV. USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.
6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
7. SIZE OF RESIDENCE.
8. CUTTING OF TREES.
14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING (f).

The following provisions shall be inserted in lieu thereof:

IV. USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by one or more of the COMPANIES in writing.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 117-G, Folio 402]
[Recorded September 2, 1981]

PHASE 1-D DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

THIS DECLARATION made this 21st day of August, 1981, by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY):

WHEREAS, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 1-D, which is a part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 93; and

WHEREAS, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 1-D, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 2-S, Folio 93, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT CO., and SALT MARSH COMPANY recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII - WATER, SEWER AND GARBAGE COLLECTION

1. WATER SERVICE.

This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 110-L, Folio 199]
[Recorded April 11, 1978]

PHASE TWO OF DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 31st day of March, 1978, by DUTCH ISLAND CORPORATION, LIBERTY ISLAND CORPORATION and SOUTHERN UNION COMPANY, all Georgia corporations, (hereinafter referred to as the COMPANIES):

Whereas, the COMPANIES made certain direct Declarations of Restrictions and Conditions recorded in Deed Book 99-D, Folio 857 and Deed Book 100-W, Folio 359 of the Deed Records of the Superior Court of Chatham County, Georgia; and

Whereas, SALT MARSH COMPANY, a Georgia corporation, is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE TWO, which is a part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book P, Folio 10; and

Whereas, the COMPANIES desire to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

Whereas, Salt Marsh Company hereby assents to the within covenants.

WITNESSETH

The COMPANIES hereby declare that DUTCH ISLAND SUBDIVISION, PHASE TWO, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book P, Folio 10, in the Office of the Clerk of the Superior court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in a Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION recorded in Deed Record Book 100-W, Folio 359, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

The Declaration of Restrictions recorded in Deed Book 99-D, Folio 857 of the aforesaid records shall be amended by deleting the original sections:

IV. USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.
2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.
6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.
7. SIZE OF RESIDENCE.
8. CUTTING OF TREES.
14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING (f).

The following provisions shall be inserted in lieu thereof:

IV. USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots shown in said Development shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without written permission of one or more of the COMPANIES. Any residence erected on any building site in the attached plats shall be fully completed within twelve months from the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy, but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by one or more of the COMPANIES in writing.

(12)

Dutch Island

STATE OF GEORGIA)
COUNTY OF CHATHAM)

DECLARATIONS OF RESTRICTIONS, CONDITIONS,
LIMITATIONS, RESERVATIONS, EASEMENTS,
RIGHTS, PRIVILEGES, ETC.

114-X/5

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Applicable to DUTCH ISLAND DEVELOPMENT, including at this time properties located on DUTCH ISLAND, Phase Three, approved subdivision, subject to Chatham County, Georgia, zoning ordinances, this plat of DUTCH ISLAND, Phase Three, was made by Bahr, Wilson and Associates, Consulting Engineers, dated the 20th day of May, 1980 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 24.

W I T N E S S E T H:

Dutch Island | DUTCH ISLAND CORPORATION, the SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, SALT MARSH CO., and ATLANTIC INSURANCE & INVESTMENT COMPANY, all Georgia corporations (hereinafter called the COMPANIES), hereby declare that they have imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND, Phase Three, Chatham County, Georgia.

I.

GENERAL APPLICATION OF DECLARATION

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various lots, areas and streets (shown on the plat of DUTCH ISLAND, Phase Three, as hereinafter set out), but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by one or more of the COMPANIES. Such restrictions, conditions, limitations, easements, rights, privileges, and

reservations shall apply just as if they were fully set out in each conveyance from any of the COMPANIES hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the COMPANIES agree and bind themselves to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts for conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on that plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets shown on the recorded plat of Phase Three, DUTCH ISLAND. These restrictions do not apply to the use of areas now designated or designated at some future date by the COMPANIES, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates, and recreational areas, and the COMPANIES expressly reserve unto themselves the right to designate any lot or area for the aforesaid purpose.

II.

RESERVATIONS

1. The COMPANIES reserve the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by them, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by one or more of the COMPANIES from time to time. This provision is not to be construed as an obligation on the part of the COMPANIES to designate

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such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the COMPANIES and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The COMPANIES agree to maintain all other streets that are open for use by the residents for a period of three years after the streets are opened. Thereafter, the abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The COMPANIES reserve the sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the COMPANIES.

5. The rights, and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the successors and designated assigns of the companies.

III.

EASEMENTS

1. UTILITY EASEMENT. The COMPANIES reserve a perpetual easement in, on, over, and under all streets, lanes, and drainage

and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and areas, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the COMPANIES to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

IV.

USE OF LAND

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES. All lots in DUTCH ISLAND, Phase Three, shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the SOUTHERN UNION COMPANY, and only one single family building for private residence; not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the SOUTHERN UNION COMPANY. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the COMPANIES. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the COMPANIES. Servants quarters or separate guest house shall not be erected upon any lot without permission of one or more of the COMPANIES. Any residence erected on any building

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site in the attached plats shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the COMPANIES may designate any areas for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained therein shall be construed as requiring the COMPANIES to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES. All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of DUTCH ISLAND, Phase Three, except that in addition minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stancions, unless otherwise authorized by one or more of the COMPANIES in writing.

3. DUAL FACING OF RESIDENCE. All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS. No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the COMPANIES.

5. SEWERAGE DISPOSAL. No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the COMPANIES to install or maintain a sewerage system; however, it is contemplated that when a sufficient number of houses are constructed, such a system will be installed.

What will constitute a sufficient number of houses shall be determined by the COMPANIES.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS. No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: Foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls,

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roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE. No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence and 1,400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES. No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

9. ARTESIAN WELLS. No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING. The owner of each lot, or

12'
area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT. If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT. A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the COMPANIES; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance for the COMPANIES specifically so provides.

b. The COMPANIES will not and do no warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia.

c. In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the COMPANIES. Unless otherwise agreed with the COMPANIES in writing, the owner of each lot or area abutting on any lake or

pond or through which passes a stream, drainage ditch, or swale shall keep the portion of such lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The COMPANIES reserve the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the COMPANIES.

b. No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the COMPANIES.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the COMPANIES.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the COMPANIES.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the COMPANIES.

f. The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the COMPANIES.

15. SPECIFIC PROHIBITION. No garbage, refuse, trash,

or debris of any kind shall be dumped or placed or allowed to

remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS. No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the COMPANIES, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS, AND PIERS. Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the COMPANIES and must be approved by the COMPANIES in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

V.

NUISANCES

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the COMPANIES in their sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the COMPANIES.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during

construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the COMPANIES, nor shall any occupation of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The COMPANIES shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the COMPANIES; and the COMPANIES may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The COMPANIES reserve the right to care for vacant and unimproved and unkept lots and areas in said DUTCH ISLAND DEVELOPMENT, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the COMPANIES, to maintain the property neatly and in good order and the cost of such maintenance

will be charged against the owner of said lot, or areas. This reservation shall not constitute an obligation on the part of the COMPANIES to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the COMPANIES.

VI.

DUTCH ISLAND RESIDENT'S ASSOCIATION, INC.

1. PURPOSES. The Companies have caused a non-profit corporation to be organized known as the Dutch Island Residents Association, Inc. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2. Voting Rights. The Association shall have two classes of voting members:

CLASS A: Class A members shall be all those owners as defined in Paragraph 2.1., with the exception of the Companies. Class A members shall be entitled to one vote for each lot or

living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

CLASS B: Class B members shall be the Companies.

Class B members shall be entitled to three votes for each lot and living unit in which they hold the interest required for membership by this Article. Those portions of Dutch Island which have not been subdivided shall be treated as 500 lots for purposes of membership by the Companies until such time as a plan for the development is officially and finally approved and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia. If the remainder of Dutch Island is subdivided in phases, then the 500 lots shall be reduced by the number of lots sold by the Companies in each phase, a plat of which is placed on record; however, the Companies will still reserve the right to vote based on the number of lots remaining, reduced by the number in that phase which they no longer own.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1. Creation of the Lien and Personal Obligation of Assessments. The Companies, for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefor (whether

or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided.

No special purpose annual assessment or special assessments for capital improvement shall be made unless done as set forth herein.

All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due. Provided, however, the Companies may, on a continuing basis, keep a record of all expenses incurred in developing and maintaining all properties within the Dutch Island Development and set off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. For purposes of this set-off the valuation placed on the causeway to Gnann Hammock and Dutch Island is set at 1.5 million dollars; any and all other expenditures by the Companies for any purpose, whether paving, sewage, water systems, or beautification, shall be recorded in the books of the Companies and from time to time added to the valuation placed on the causeway for purposes of the set-off. The Companies are not obligated to perform any of the foregoing, however. The valuation of the entrance and gates shall be set at \$75,000.00 for purposes of this set-off.

All assessments must be levied uniformly against members of the Association.

3.2. Purpose of Assessments.

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3.2.1. Annual General Purpose Assessments. The annual

general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Dutch Island Development and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2., and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the Companies to establish any common properties.

3.2.2. Annual Special Purpose Assessments. No annual

special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abutt upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the

Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

3.2.3. Special Assessments for Capital Improvements.

In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the Companies including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of Class B Members and Class A Members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3. Basis and Maximum of Annual General and Special Purpose Assessments.

3.3.1. Annual General Purpose Assessments. The annual general purpose assessment shall be \$250.00 per lot or living unit. From and after January 1, 1976, the annual general purpose assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years.

3.3.2. Annual Special Purpose Assessments. The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected

estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association after consideration of current maintenance costs and after needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the approval of the Class B Membership.

3.4. Change in Basis and Maximum of Annual General Purpose of Assessments. From and after January 1, 1976, the Association may change the maximum and basis of the annual general purpose assessments prospectively, provided that any such change shall have the assent of a majority of the vote of Class B Members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessments undertaken as a incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

3.5. Quorum for any Action. The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxis, entitled to case 20% of the votes of Class A Members and 50% of Class B Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject the notice requirement set forth herein and the required quorum at any subsequent meeting

shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6. Date of Commencement of Annual Assessments; Due Dates.

The annual general purpose and annual special purpose assessment provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, but in any event not before January 1, 1973. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual general purpose or annual special purpose assessment which may be levied for the balance remaining purpose or annual special purpose assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added the properties now subject to assessment at a time other than the beginning of an assessment period.

3.7. Duties of the Board of Directors. The Board of

Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than \$15.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

3.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter

placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and
- (b) All properties which are or which become common properties. Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service, when provided, and prior to actual use when made available, to the operator of the utility system organized to serve the area. At such time as the owner shall elect to have water service, if provided, connected, he shall pay a separate connection or tap-in charge of Two Hundred Fifty (\$250.00) Dollars for each such service as established by the serving utility. Thereafter he shall pay for consumption of water at reasonable rates subject to a minimum monthly charge established by the serving utility, which consumption, usage, and availability charges may be billed

monthly, bi-monthly or quarterly at the option of the utility. There shall be no discharge of water into the sanitary sewer, when and if provided, from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the COMPANIES. The COMPANIES and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION. When and if a sewage system is installed by the Companies, all persons who shall subsequently become owners of a lot or living unit shall be required to utilize such system. Garbage disposal and garbage collection service shall be in accordance with the provisions made therefore by the Companies, when and if such provision is made.

VIII.

GENERAL PROVISIONS

1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the Association or the Companies, Their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the

proposed agreement is sent to every owner at least ninety days in advance of any action taken.

2. NOTICES. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the record of the Association at the time of mailing.

3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or the Companies to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION. By recorded supplemental declaration, the Companies may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provision, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The Companies shall make the sole determination of what constitutes a change in the general purposes of these instruments.

5. SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

6. Nothing contained herein shall be construed as limiting the flexibility of the Companies in developing or selling

any of their properties upon such terms and conditions and in such a way as they, in their sole descretion, deem desirable.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of the aforesaid companies with corporate seals affixed the 11th day of June, 1980.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

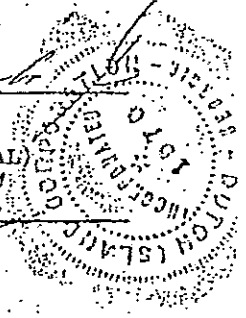
DUTCH ISLAND CORPORATION

Pat Brown
WITNESS

BY: Fred Marshall
PRESIDENT

Pat Brown
NOTARY PUBLIC, CHATHAM CO., GA.
PAT BROWN
Notary Public, Chatham County, Ga.
My Commission Expires June 14, 1981

(CORPORATE SEAL)
ATTEST: C. S. Saylor
SECRETARY



SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

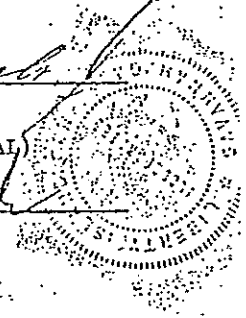
LIBERTY ISLAND CORPORATION

Pat Brown
WITNESS

BY: Fred Marshall
PRESIDENT

Pat Brown
NOTARY PUBLIC, CHATHAM CO., GA.
PAT BROWN
Notary Public, Chatham County, Ga.
My Commission Expires June 14, 1981

(CORPORATE SEAL)
ATTEST: C. S. Saylor
SECRETARY



SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

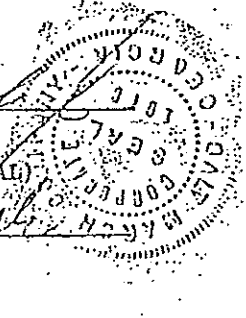
SALT MARSH COMPANY

Pat Brown
WITNESS

BY: Fred Marshall
PRESIDENT

Pat Brown
NOTARY PUBLIC, CHATHAM CO., GA.
PAT BROWN
Notary Public, Chatham County, Ga.
My Commission Expires June 14, 1981

(CORPORATE SEAL)
ATTEST: C. S. Saylor
SECRETARY



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ATLANTIC INSURANCE & INVESTMENT
COMPANY

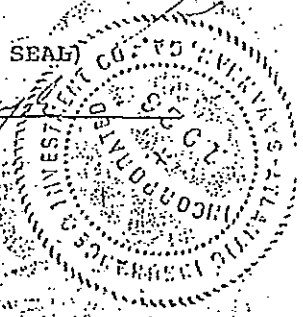
Pat Brown
WITNESS

BY: Fred Marshall
PRESIDENT

Pat Brown
NOTARY PUBLIC, CHATHAM CO., GA.

(CORPORATE SEAL)
ATTEST: Carl Smith
SECRETARY

PAT BROWN
Notary Public, Chatham County, Ga.
My Commission Expires June 14, 1981



SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTHERN UNION COMPANY

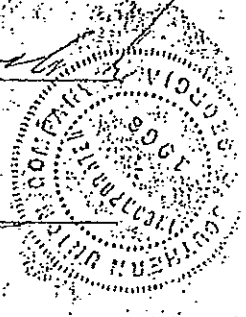
Pat Brown
WITNESS

BY: Fred Marshall
PRESIDENT

Pat Brown
NOTARY PUBLIC, CHATHAM CO., GA.

(CORPORATE SEAL)
ATTEST: Carl Smith
SECRETARY

PAT BROWN
Notary Public, Chatham County, Ga.
My Commission Expires June 14, 1981



Filed For Record At: 2:28 o'clock P.M. On The
12 Day Of June 1980
Recorded In Record Book 114-X Folio 5
On The 12 Day Of June 1980

CLERK SUPERIOR COURT, CHATHAM CO., GA.

STATE OF GEORGIA)
COUNTY OF CHATHAM)

Ph 4-A
1178/45

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION made this 12th day of JAN 1982, 1982, by ATLANTIC INSURANCE AND INVESTMENT COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY); and

WHEREAS, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 4-A, which is part of the Dutch Island Development, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 107; and

WHEREAS, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H:

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 4-A, a part of Dutch Island Development as shown on a map of said subdivision recorded in Subdivision Map Book 2-S, Folio 107, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by Dutch Island Corporation, Southern Union Company and Liberty Island Corporation to be applicable to Grimball's Point as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by Dutch Island Corporation, Southern Union Company, Liberty Island Corporation, Atlantic Insurance and Investment Company, and Salt Marsh Company recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia,

which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII.

WATER, SEWER, AND GARBAGE COLLECTION

1. WATER SERVICE. This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized officers of ATLANTIC INSURANCE AND INVESTMENT COMPANY with corporate seal affixed the day and year first above written as the date hereof.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATLANTIC INSURANCE AND INVESTMENT COMPANY

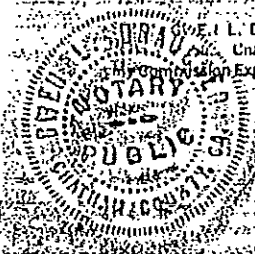
[Signature]
WITNESS

BY: [Signature]
Vice PRESIDENT

(CORPORATE SEAL)

[Signature]
NOTARY PUBLIC, CHATHAM COUNTY,
GEORGIA

ATTEST: [Signature]
SECRETARY



Filed For Record At 12:18 O'Clock P. M. On The
13 Day Of Jan 19 82
Recorded In Record Book 117-8 Folio
On The 13 Day Of Jan 19 82

CLERK SUPERIOR COURT, CHATHAM CO., GA.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Book 117-X, Folio 450]
[Recorded January 13, 1982]

PHASE 4-B DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 12th day of January, 1982, by ATLANTIC INSURANCE AND INVESTMENT COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY); and

Whereas, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 4-B, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 2-S, Folio 108; and

Whereas, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 4-B, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 2-S, Folio 108, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY, and SALT MARSH COMPANY recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Book 122-P, Folio 376]

[Recorded January 9, 1984]

PHASE 4-C DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 5th day of January, 1984, by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY);

Whereas, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 4-C, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 4-S, Folio 36; and

Whereas, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 4-C, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 4-S, Folio 36, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY, and SALT MARSH COMPANY recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such

material and design as approved by the architectural committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Book 124-D, Folio 618]
[Recorded July 6, 1984]

PHASE 4-D DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 3rd day of July, 1984, by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY);

Whereas, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 4-D, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 4-S, Folio 80; and

Whereas, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 4-D, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 4-S, Folio 80, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY, and SALT MARSH COMPANY recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such

material and design as approved by the architectural committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots provided approval is first obtained from the COMPANIES. The SOUTHERN UNION COMPANY reserves the right to subdivide any lot within the subdivision within its total discretion.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer houses, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved in writing by the COMPANIES, their successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the COMPANIES. The COMPANIES shall have the right to refuse to approve any such building plans, specifications and grading plans which are not suitable or desirable in their sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, they shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the COMPANIES and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residences, garage, or guest house shall be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the COMPANIES in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2400 square feet for a one-story residence and 1400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the COMPANIES in their sole and absolute discretion; but before construction may be begun on a residence with

a smaller amount of square footage, permission must be obtained in writing from the COMPANIES.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots or acres in said DUTCH ISLAND DEVELOPMENT without the written consent of the COMPANIES.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

(f) The finished floor of any living area of a dwelling constructed within this subdivision must be at least 18 inches above the grade of the surrounding lot.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Book: 125-L, Folio 352]
[Recorded November 29, 1984]

PHASE 5-A DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 5th day of November, 1984, by SOUTHERN UNION COMPANY, a Georgia corporation (hereinafter referred to as the COMPANY);

Whereas, the COMPANY is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 5-A, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 5-S, Folio 35; and

Whereas, the COMPANY desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The COMPANY hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 5-A, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 5-S, Folio 35, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, and LIBERTY ISLAND CORPORATION to be applicable to GRIMBALL'S POINT as set forth in Declaration of Restrictions recorded in Deed Record Book 99-D, Folio 857, of the Deed Records of the Superior Court of Chatham County, Georgia, as herein amended, and also to that Declaration of Covenants and Restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY, and SALT MARSH COMPANY recorded in Deed Record Book 114-X, Folio 5, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations as herein amended are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - This section shall be amended to increase the water service tap-in charge from Two Hundred Fifty and No/100 (\$250.00) Dollars to Three Hundred Fifty and No/100 (\$350.00) Dollars. All other provisions of the original section shall remain in full force and effect.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the architectural committee appointed under the applicable

covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the COMPANY that such equipment is unsightly and detracts from the aesthetic beauty of the development.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 133-W, Folio 4]
[Recorded March 30, 1987]

PHASE 5-C DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 30th day of March, 1987, by ATLANTIC INVESTORS, LTD. - SERIES VII, a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

Whereas, the Partnership is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 5-C, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 8-S, Folio 28; and

Whereas, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H

The Partnership hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 5-C, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 8-S, Folio 28, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to the restrictions, conditions, easements, rights and privileges declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY and SALT MARSH COMPANY recorded in (1) Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-A, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book 129-A, Folio 202, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5 which are being made applicable to Dutch Island Subdivision, Phase 5-C, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service, when provided, and prior to actual use when made available, to the operator of the utility system organized to serve the area. At such time as the owner of the lot shall elect to have water

service, if provided, connected, he shall pay a separate connection or tap-in charge as then established by the operator of the utility system. Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the serving community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the utility. In the event that the utility is purchased or operated by the City of Savannah or any other governmental body, the separate connection or tap-in charge and any other surcharges established by the City of Savannah shall be paid at the time of purchase of the lot from the developer. There shall be no discharge of water into the sanitary sewer, when and if provided, for any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the COMPANIES and/or partnership or their successors and assigns. The COMPANIES and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - When and if a sewage system is installed by the COMPANIES and/or the Partnership and/or the City of Savannah or other governmental bodies, all persons who shall subsequent to the availability of such service, become owners of a vacant lot or living unit under construction shall be required to utilize such system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Partnership, the City of Savannah or any of their successors and assigns. Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 134-Y, Folio 126]
[Recorded June 25, 1987]

PHASE 6 DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration made this 24th day of June, 1987, by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

Whereas, the Partnership is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 6, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 8-S, Folio 63; and

Whereas, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

W I T N E S S E T H

The Partnership hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 6, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 8-S, Folio 63, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to those declarations of covenants and restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY and SALT MARSH COMPANY recorded in (1) Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-A, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book 129-A, Folio 202, of the Deed Records of the Superior Court of Chatham County, Georgia, which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions. The term "DEVELOPER" as used therein shall also refer to and include DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership and its successors and assigns.

I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5 which are being made applicable to Dutch Island Subdivision, Phase 6, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from DEVELOPER, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the COMPANIES and/or partnership or their successors and assigns. The COMPANIES and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid Restrictive Covenants, as amended.

Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 139-O, Folio 114]
[Recorded September 2, 1988]

PHASE 7 DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration is made this 31st day of August, 1988, by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

Whereas, the Partnership is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 7, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 9-S, Folio 85; and

Whereas, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The Partnership hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 7, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 9-S, Folio 85, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to those declarations of covenants and restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY and SALT MARSH COMPANY recorded in (1) Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-A, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book 129-A, Folio 202, aforesaid records; which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions. The terms "DEVELOPER"/"COMPANY or COMPANIES" as used therein shall also refer to and include DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership and its successors and assigns.

I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5 which are being made applicable to Dutch Island Subdivision, Phase 7, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from DEVELOPER, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the COMPANIES and/or partnership or their successors and assigns. The COMPANIES and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid Restrictive Covenants, as amended.

Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

II.

For purposes of Phase 7 only, Paragraph VI of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5, being made applicable to DUTCH ISLAND SUBDIVISION, PHASE 7 is hereby amended by adding the following:

"There shall be no special purpose assessments or charges for the lots in Phase 7 for the purpose of the placement of curbs, gutters or drainage facilities, as curbs, gutters and drainage facilities have already been placed within Phase 7."

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DECLARATION OF COVENANTS AND RESTRICTIONS

PORTION OF PHASE 7 DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration is made this 6th day of December, 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

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WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property known, situate, lying and being in DUTCH ISLAND SUBDIVISION, being a portion of PHASE 7, DUTCH ISLAND SUBDIVISION and more particularly described as Parcels 1 and 2 on a Plat of 20.28 Acres of Dutch Island recorded in Subdivision Map Book 7-P, Folio 110 in the Office of the Clerk of Superior Court of Chatham County, Georgia, but excepting therefrom Lots I, II and III on a Plat of Phase VII A, Dutch Island Subdivision, as more particularly shown upon a plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 8-S, Folio 38, said portion of PHASE 7, DUTCH ISLAND SUBDIVISION being hereinafter referred to as the "PROPERTY";

and
WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

WHEREAS, although at the time of said foreclosure sale on October 6, 1992, certain declaration of covenants and restrictions were in place for Dutch Island Subdivision, Phase 7, in order to resolve any possible question regarding the applicability of covenants and restrictions for Dutch Island Subdivision, Phase 7, for the purpose and intent of the RTC to herewith declare the following covenants and restrictions for the PROPERTY to assure the uniform and high quality development of said property. To the extent any previously recorded covenants and restrictions may continue to exist burdening said property, after said foreclosure sale this Declaration shall be deemed to reaffirm and then amend such previous covenants and restrictions to the extent any provision of this document is in conflict or inconsistent therewith. If such previous covenants and restrictions are determined not to have survived said foreclosure sale, this declaration shall apply to and burden said property as provided herein.

W I T N E S S E T H

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully

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set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns or the ASSOCIATION to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its

successors or assigns.

570 5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

III - EASEMENTS:

1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors or assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots shown in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE 7, being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 9-S, Folio 85, except that, in addition, minimum set-back from

inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

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3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred

to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any lots or areas within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and

sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

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a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successors or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or

574 estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on any lot within the PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The

ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting

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the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice

requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is not exempt from assessment as herein provided shall commence and be due on the date of closing of such sale or conveyance.

3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include

interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to Twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

3.11 SPECIAL PURPOSE ASSESSMENTS - CURBS, GUTTERS AND DRAINAGE FACILITIES

There shall be no special purpose assessments or charges for the lots in Phase 7 for the purpose of the placement of curbs, gutters or drainage facilities in Phase 7, inasmuch as curbs, gutters and drainage facilities have already been placed within Phase 7. Notwithstanding this provision, however, the ASSOCIATION may levy a special purpose assessment, as necessary, to effect repairs or modifications to said curbs, gutters or drainage facilities in Phase 7 should same hereafter be required.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as

500 the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

IX - LIMITATION:

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Nothing contained herein shall be construed as limiting the flexibility of the RTC in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized representatives of the RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION, the day and year first above written as the date hereof.

RESOLUTION TRUST CORPORATION,
as Receiver for Hill Financial
Savings Association

BY: _____

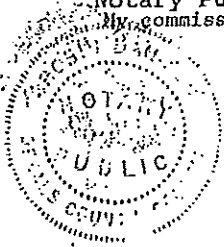
[Handwritten Signature]
ITS ATTORNEY IN FACT UNDER AND BY
VIRTUE OF THAT POWER OF ATTORNEY
RECORDED IN DEED BOOK 113-X, PAGE
536, CHATHAM COUNTY, GEORGIA
DEED RECORDS

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]
Witness

[Handwritten Signature]
Notary Public

My commission expires: April 1, 1997



DECLARATION OF COVENANTS AND RESTRICTIONS

PIRATE'S POINT - DUTCH ISLAND

[Recorded: Deed Book 163-X, Folio 540]
[Recorded December 6, 1993]

This Declaration is made this 6th day of December, 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property known as that certain Island and entrance thereto located on DUTCH ISLAND, known as PIRATE'S POINT (hereinafter referred to as "the PROPERTY"), said property being designated upon a Plat of 9.727 Acres, prepared by EMC Engineering Services, Inc. dated 3/18/86 with latest revision dated 11/22/86 as Parcel "A" (containing 2.019 acres) and Parcel "B" (containing 7.708 acres) which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said property being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 9-P, Folio 3, to which reference is hereby made and incorporated herein for a more complete description of said property; and

WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

WHEREAS, in order to assure that there can be no possible question regarding the applicability of covenants and restrictions to the PROPERTY, it is the purpose and intent of the RTC to herewith declare the following covenants and restrictions for said property to assure the uniform and high quality development of the property.

WITNESSETH

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall

apply just as if they were fully set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its successors or assigns.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

III - EASEMENTS:

1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors and assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots shown in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed three stories in height, with an attached or unattached private garage for not more than three automobiles, on any single lot, unless approved in writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE TEN, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Folio 47, except that, in addition, minimum set-back from inside lot division lines shall be not less than ten (10) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall

consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of six (6) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 1,800 square feet for a one-story residence. The total floor area of a two or three story residence must also be not less than 1,800 square feet with a minimum first floor space of not less than 1,200 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

8. CUTTING OF TREES.

No living tree having a diameter greater than six (6) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any lots or areas within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional

vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION, unless such lagoon lake or canal is owned by the RTC, its successors or assigns, and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successors or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or lean-to buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than six (6) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 30 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on any lot within said PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. Each owner shall be responsible for the maintenance of any side strips located between his lot lines and the edges of the street or ingress or egress easements on which said lots border. This obligation shall include the responsibility of mowing the grass and removing undergrowth, weeds and rubbish from said side strips.

9. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

10. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest

thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property

related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein

shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is not exempt from assessments as herein provided shall commence and be due on the date of closing of such sale or conveyance.

3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility; their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION, when and if such provision is made.

VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

IX - LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the RTC, its successors or assigns, in developing or selling any of the PROPERTY upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

DECLARATION OF COVENANTS AND RESTRICTIONS

[Recorded in Deed Record Book: 141-D, Folio 306]
[Recorded February 14, 1989]

PHASE 9 DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

This Declaration is made this 14th day of February, 1989, by DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, (hereinafter referred to as the "Partnership");

Whereas, the Partnership is the owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 9, which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Folio 32; and

Whereas, the Partnership desires to provide for the preservation of the values and to provide amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents.

WITNESSETH

The Partnership hereby declares that DUTCH ISLAND SUBDIVISION, PHASE 9, a part of DUTCH ISLAND DEVELOPMENT as shown on a map of said subdivision recorded in Subdivision Map Book 10-S, Folio 32, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, shall be subject to those declarations of covenants and restrictions declared by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY, LIBERTY ISLAND CORPORATION, ATLANTIC INSURANCE AND INVESTMENT COMPANY and SALT MARSH COMPANY recorded in (1) Deed Record Book 99-D, Folio 857 and amended in Deed Record Book 129-A, Folio 198; and (2) Deed Record Book 114-X, Folio 5 and amended in Deed Book 129-A, Folio 202, aforesaid records; which Declarations, as herein amended, are hereby incorporated herein and made a part of this Declaration of Covenants and Restrictions. The terms "DEVELOPER"/"COMPANY or COMPANIES" as used herein shall also refer to and include DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership and its successors and assigns.

I.

Paragraph VII of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5 which are being made applicable to Dutch Island Subdivision, Phase 9, are hereby amended as follows:

1. By deleting Paragraph VII in its entirety and substituting in lieu thereof the following:

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from DEVELOPER, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the COMPANIES and/or partnership or their successors and assigns. The COMPANIES and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the Partnership or the Developers as that term is used under the aforesaid Restrictive Covenants, as amended.

Said covenants are further amended by adding the following as additional restrictions and covenants.

ADDITIONAL RESTRICTIONS AND COVENANTS

1. The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Committee appointed under the applicable covenants to review plans for the construction of dwellings within said subdivision.

2. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the Partnership that such equipment is unsightly and detracts from the aesthetic beauty of the development.

II.

For purposes of Phase 9 only, Paragraph VI of the Restrictive Covenants recorded in Deed Record Book 114-X, Folio 5, being made applicable to DUTCH ISLAND SUBDIVISION, PHASE 9 is hereby amended by adding the following:

"There shall be no special purpose assessments or charges for the lots in Phase 9 for the purpose of the placement of curbs, gutters or drainage facilities, as curbs, gutters and drainage facilities have already been placed within Phase 9."

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DORIS S STEPHENS
CLERK, S.C.C.C.G.A.

DECLARATION OF COVENANTS AND RESTRICTIONS

PHASE 9 DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

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This Declaration is made this 6th day of December, 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property known as DUTCH ISLAND SUBDIVISION, PHASE 9, (hereinafter referred to as "the PROPERTY"), which is part of the DUTCH ISLAND DEVELOPMENT, the plat of said subdivision being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Folio 32; and

WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

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WHEREAS, although at the time of said foreclosure sale on October 6, 1992, certain declaration of covenants and restrictions were in place for Dutch Island Subdivision, Phase 9, in order to resolve any possible question regarding the applicability of covenants and restrictions for Dutch Island Subdivision, Phase 9, it is the purpose and intent of the RTC to herewith declare the following covenants and restrictions for said property to assure the uniform and high quality development of said property. To the extent any previously recorded covenants and restrictions may continue to exist burdening said property, after said foreclosure sale, this Declaration shall be deemed to reaffirm and then amend such previous covenants and restrictions to the extent any provision of this document is in conflict or inconsistent therewith. If such previous covenants and restrictions are determined not to have survived said foreclosure sale, this declaration shall apply to and burden said property as provided herein.

W I T N E S S E T H

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is

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specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its successors or assigns.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

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III - EASEMENTS:

1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors or assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots shown in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE THREE, prepared by Bahr, Wilson & Associates, Consulting Engineers, dated the 20th day of May, 1980 and recorded in the office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 24, except that, in addition, minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the

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exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the property referred

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to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any lots or areas within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All

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garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successor or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or lean-to buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

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15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on any lot within the PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any

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occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to

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any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive

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assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

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3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is not exempt from assessments as herein provided shall commence and be due on the date of closing of such sale or conveyance.

3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

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If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

3.11 SPECIAL PURPOSE ASSESSMENTS - CURBS, GUTTERS AND DRAINAGE FACILITIES

There shall be no special purpose assessments or charges for the lots in Phase 9 for the purpose of the placement of curbs, gutters or drainage facilities in Phase 9, inasmuch as curbs, gutters and drainage facilities have already been placed within Phase 9. Notwithstanding this provision, however, the ASSOCIATION may levy a special purpose assessment, as necessary, to effect repairs or modifications to said curbs, gutters or drainage facilities in Phase 9 should same hereafter be required.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or

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tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the

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rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

IX - LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the RTC in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed by the duly authorized representatives of the RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION, the day and year first above written as the date hereof.

RESOLUTION TRUST CORPORATION,
as Receiver for Hill Financial
Savings Association

BY: _____

ITS ATTORNEY IN FACT UNDER AND
BY VIRTUE OF THAT POWER OF
ATTORNEY RECORDED IN DEED BOOK
163-X, PAGE 536, CHATHAM
COUNTY, GEORGIA DEED RECORDS

Signed, sealed and delivered
in the presence of:

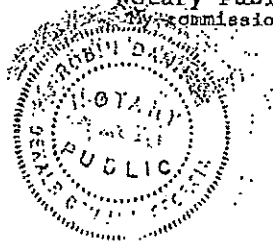
Marcus A. Wellen

Witness

Robert Spruel

Notary Public

My commission expires: April 1, 1997



DECLARATIONS OF RESTRICTIONS, CONDITIONS,
LIMITATIONS, RESERVATIONS, EASEMENTS,
RIGHTS, PRIVILEGES, ETC.

[Recorded in Deed Record Book: 141-T, Folio 757]
[Recorded April 19, 1989]

PHASE 10 OF DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

These Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, are hereby made applicable to DUTCH ISLAND, PHASE 10, as shown on recorded Subdivision Map prepared by EMC Engineering Services, Inc. recorded the 4th day of April, 1989, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 10-S, Page 47.

W I T N E S S E T H

DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership (hereinafter called the DEVELOPER), hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and have made the following reservations in the lots, areas, and streets shown on said plat of DUTCH ISLAND SUBDIVISION, PHASE 10, Chatham County, Georgia.

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the various lots, areas and streets (shown on the plat of DUTCH ISLAND, PHASE 10, as hereinafter set out), but shall not apply to any future extensions of said DUTCH ISLAND DEVELOPMENT unless specifically imposed by the DEVELOPER. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the DEVELOPER hereinbefore named to any person, firm, or corporation conveying any of said lots, areas, or streets; and the DEVELOPER agrees and bind itself to make all conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the aforesaid recorded plat, and all contracts of sale or contracts for conveyances of land in said DUTCH ISLAND DEVELOPMENT, as shown on the above-referenced plat, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets shown on the recorded plat of Phase 10, DUTCH ISLAND. These restrictions do not apply to the use of areas now designated or designated at some future date by the DEVELOPER, whether appearing on the plat or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates, and recreational areas, and the DEVELOPER expressly reserves unto itself the right to designate any lot or area for the aforesaid purpose.

II. - RESERVATIONS:

1. The DEVELOPER reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot shown on said plat or any portion of the plat covering unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the DEVELOPER from time to time. This provision is not to be construed as an obligation on the part of the DEVELOPERS to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the DEVELOPER and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The DEVELOPER agrees to maintain all other streets that are open for use by the residents for a period of 1 (one) year after the streets are opened. Thereafter, the abutting land owners shall be responsible for repairing and maintaining the said streets and adjacent right-of-ways.

3. The DEVELOPER reserves the sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, provided always that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the DEVELOPER.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the successors and designated assigns of the DEVELOPER.

III - EASEMENTS:

1. UTILITY EASEMENT. The DEVELOPER reserves a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling except that the DEVELOPER specifically reserves the right to grant variances from the minimum set backs as set forth in Section IV, Paragraph 2. This reservation shall not be construed as an obligation of the DEVELOPER to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction.

IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE COMPANIES.

All lots in DUTCH ISLAND, PHASE 10 shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the DEVELOPER, and only one single family building for private residence, not to exceed three stories in height, with an attached or detached private garage for not more than three automobiles, on any single lot, unless approved in writing by the DEVELOPER. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the DEVELOPER. The said garage shall not open so that it is exposed to a main road, unless permission is granted in writing by the DEVELOPER. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the DEVELOPER. Any residence erected on any building site shall be fully completed within twelve months of the date that ground is broken for construction.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on said plat of DUTCH ISLAND, PHASE 10. In addition, there shall be a minimum 10 foot side set-back line on each lot. Said front, rear and side minimum set-backs may be varied by the DEVELOPER in its sole and absolute discretion, but before construction may be begun with said minimum set-backs, permission must be obtained in writing from the DEVELOPER.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the DEVELOPER.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the DEVELOPER, its successors and designated assigns, and a

copy of the plans and building specifications thereof, as finally approved, lodged permanently with the DEVELOPER. The DEVELOPER shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the DEVELOPER and shall consist of not less than the following: Foundation plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of six (6) inches or more, breast high and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

No residence, garage, or guest house may be constructed on any lot in DUTCH ISLAND DEVELOPMENT without the full and active supervision of an architect or building contractor unless otherwise approved in writing by the DEVELOPER.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the DEVELOPER in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 1,800 square feet for a one-story residence and 1,200 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garage or carports. This requirement may be varied by the DEVELOPER in its sole and absolute discretion; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the DEVELOPER.

8. CUTTING OF TREES.

No living tree having a diameter greater than six (6) inches, breast high, may be cut on any of the lots or areas in said DUTCH ISLAND DEVELOPMENT without the written consent of the DEVELOPER.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said DUTCH ISLAND DEVELOPMENT without the written consent of the DEVELOPER, the Mayor and Aldermen of the City of Savannah, and Chatham County. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usages. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any marsh, lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area. No property owner shall have any property right or interest in any such marsh, lagoon, lake, canal, or river unless the conveyance from the DEVELOPER specifically so provides.

b) The DEVELOPER will not and does not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the DEVELOPER. Unless otherwise agreed with the DEVELOPER in writing, the owner of each lot or area abutting on any marsh, lake or pond through which passes a stream, drainage ditch, or swale shall keep the portion of such marsh, lake, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The DEVELOPER reserves the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the DEVELOPER.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the DEVELOPER.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the DEVELOPER.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the DEVELOPER.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than six (6) feet high to twelve (12) feet horizontal unless written permission is granted by the DEVELOPER.

f) The finished floor of any living area of a dwelling within this subdivision must be at least thirty (30) inches above the grade of the surrounding lot unless written permission is granted by the DEVELOPER.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the DEVELOPER, conform to the general architectural scheme of the house.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the DEVELOPER in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right-of-way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the DEVELOPER.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the DEVELOPER, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The DEVELOPER shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the DEVELOPER; and the DEVELOPER may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The DEVELOPER reserves the right to care for vacant and unimproved and unkept lots, side strips and areas in said DUTCH ISLAND DEVELOPMENT, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the DEVELOPER, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, or areas. This reservation shall not constitute an obligation on the part of the DEVELOPER to perform any of the acts mentioned above.

8. Each owner shall be responsible for the maintenance of any side strips located between his lot lines and the edges of the street or ingress or egress easements on which said lots border. This obligation shall include the responsibility of mowing the grass and removing undergrowth, weeds and rubbish from said side strips.

9. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

10. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the DUTCH ISLAND DEVELOPMENT, except as approved in writing by the DEVELOPER.

11. No satellite television receivers shall be installed either temporarily or permanently on any lot within said subdivision, it being deemed by the DEVELOPER that such equipment is unsightly and detracts from the aesthetic beauty of the Development.

VI - DUTCH ISLAND RESIDENT'S ASSOCIATION, INC.

1. PURPOSES.

The DEVELOPER and its predecessors have caused a non-profit corporation to be organized known as the Dutch Island Resident's Association, Inc. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - The Association shall have two classes of voting members:

CLASS A: Class A members shall be all those owners as defined in Paragraph 2.1, with the exception of the DEVELOPER. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

CLASS B: Class B members shall be the DEVELOPER. Class B members shall be entitled to three votes for each lot and living unit in which they hold the interest required for membership by this Article. Those portions of DUTCH ISLAND which have not presently been subdivided shall be treated as 188 lots for purposes of membership by the DEVELOPER until such time as a plan for the development is officially and finally approved and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia as the remainder of DUTCH ISLAND is subdivided in phases, then the 188 lots shall be reduced by the number of lots created by the DEVELOPER in each phase, as shown by the plat which is placed on record; however, the DEVELOPER will still reserve the right to vote based on the number of lots remaining, reduced by the number in that phase which the DEVELOPER no longer owns.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - The DEVELOPER, for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due. Provided, however, the DEVELOPER may, on a continuing basis, keep record of all expenses

incurred in developing and maintaining all properties within the DUTCH ISLAND DEVELOPMENT and set-off that amount against any present, past, or future assessments, which it may become obligated to pay as a result of any of the foregoing assessments. For purposes of this set-off the valuation placed on the causeway to GNANN HAMMOCK and DUTCH ISLAND is set a 1.5 million dollars; any and all other expenditures by the DEVELOPER for any purpose, whether paving, sewerage, water systems, or beautification, shall be recorded in the books of the DEVELOPER and from time to time added to the valuation placed on the causeway for purposes of the set-off. The DEVELOPER is not obligated to perform any of the foregoing, however. The valuation of the entrance and gates shall be set at \$75,000.00 for purposes of this set-off.

All assessments must be levied uniformly against members of the Association.

3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Section II, Subsection 2 herein, and subject to the provisions of Paragraph 3.2.2, and for cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the DEVELOPER to establish any common properties.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, herein. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the DEVELOPER including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the combined vote of Class B members and Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3 Basis and Maximum of Annual General and Special Purpose Assessments.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment for 1989 shall be \$500.00 per lot or living unit. The annual general purpose assessment may be increased or decreased by vote of the members.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association after consideration of current maintenance costs and after needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein, but may not do so without the approval of the Class B membership.

3.4 Change in Basis and Maximum of Annual General Purpose of Assessments. - The Association may change the maximum and basis of the annual general purpose assessments respectively, provided that any such change shall have the assent of a majority of the vote of Class B members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

3.5 Quorum for any Action. - The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to 20% of the votes of Class A members and 50% of Class B members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 COMMENCEMENT OF ANNUAL ASSESSMENTS. - The annual assessment payable to the Association shall be established on an annual basis and shall commence as to each lot or living unit conveyed by the DEVELOPER to another owner on the date of each such conveyance. The first annual assessment payable to the Association with respect to a lot or living unit shall be adjusted accordingly to the number of days remaining in the annual billing term at the time of the conveyance from the DEVELOPER.

3.7 Duties of the Board of Directors. - The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association. - If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 15% per annum and the Association may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9 Subordination of the Lien to Mortgages. - The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10 Exempt Property. - The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties. Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

Notwithstanding any other provisions contained in Paragraph VI, there shall be no special purpose assessments or charges for the lots in Phase 10 for the purpose of the installation of curbs, gutters or drainage facilities within Phases 1 through 5; because these facilities have already been installed within Phase 10.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall

pay at the closing of the purchase of his lot from DEVELOPER, a separate surcharge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility") in addition to any tap fees which may be due at the time of tap-in. Thereafter he shall pay for consumption of water at reasonable rates established by the serving utility, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the utility. There shall be no discharge of water into the sanitary sewer, from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the DEVELOPER. The DEVELOPER and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the Subdivision shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefore by the DEVELOPER, when and if such provision is made.

VIII - GENERAL PROVISIONS:

1. DEVELOPER - For purposes of these Declarations, "DEVELOPER" shall mean and refer to DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership, its successors and assigns, or any party designated in writing by DUTCH ISLAND ASSOCIATES, LTD., or so designated in writing by the successors and assigns of DUTCH ISLAND ASSOCIATES, LTD.

2. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the Association or the DEVELOPER, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

3. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of mailing.

4. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or the DEVELOPER or any individual owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so

hereafter.

5. MODIFICATION - By recorded supplemental declaration, the DEVELOPER may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of any owner established by any such instrument. The DEVELOPER shall make the sole determination of what constitutes a change in the general purposes of these instruments.

6. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

VIII - COMPANIES LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the DEVELOPER in developing or selling any of its properties upon such terms and conditions and in such a way as it, in its sole discretion, deem desirable.

DECLARATION OF COVENANTS AND RESTRICTIONS

91.0746 ACRES - DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

[Recorded: Deed Book163-X, Folio 582]
[Recorded December 6, 1993]

This Declaration is made this 6th day of December, 1993, by RESOLUTION TRUST CORPORATION, AS RECEIVER FOR HILL FINANCIAL SAVINGS ASSOCIATION (hereinafter referred to as "RTC");

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC is owner of certain real property lying on and within the DUTCH ISLAND SUBDIVISION, (hereinafter referred to as "the PROPERTY"), which is part of the DUTCH ISLAND DEVELOPMENT, said PROPERTY being the remaining portion of that tract and parcel of land designated upon a "PLAT OF 91.0746 ACRES" prepared by EMC Engineering Services, Inc. dated 11/25/86 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Map Book 9-P, Folio 3, after excepting from the aforesaid 91.0746 acres any portion or part thereof lying and being within PHASE 9, DUTCH ISLAND as shown and designated upon a plat of "PHASE 9, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated September 2, 1987 and recorded in Subdivision Map Book 10-S, Page 32, aforesaid records, and any portion or part thereof lying and being within PHASE 10, DUTCH ISLAND as shown and designated upon a plat of "PHASE 10, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated February, 1989 and recorded in Subdivision Map Book 10-S, Page 47, aforesaid records, and further excepting from said 91.0746 acres any portion or part thereof lying and being within that 0.2296 acre well site and 15 foot utility and access right-of-way as more particularly shown and described upon a "PLAT OF WELL SITE AND ACCESS R/W, DUTCH ISLAND, CHATHAM COUNTY, GEORGIA" prepared by EMC Engineering Services, Inc. for Atlantic Investors Development Corp. and dated December 16, 1986, reference being hereby made to the aforesaid plats and maps for a more particular description of said PROPERTY; this also being a portion of the same property as more fully described in Exhibit "A" to the RTC's foreclosure deed under power of sale dated 10/6/92, and recorded in Deed Book 156-S, Folio 595 (at 603 and 604), aforesaid records, to which reference is hereby made and incorporated herein for a more complete description of said property; and

WHEREAS, the RTC desires to provide for the preservation of the values and for continuation of amenities in said development and wishes to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve its rights and the rights of its successors and assigns to develop the PROPERTY; and

WHEREAS, in order to assure that there can be no possible question regarding the applicability of covenants and restrictions to the PROPERTY, it is the purpose and intent of the RTC to herewith declare the following covenants and restrictions for said PROPERTY to assure the uniform and high quality development of said PROPERTY.

WITNESSETH

THE RTC hereby declares that it has imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and has made the following reservations with respect to the PROPERTY.

I. GENERAL APPLICATION OF DECLARATION:

The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the RTC to any person, firm, or corporation conveying any of said lots, areas, or streets; and the RTC agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the RTC, its successors or assigns, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "RTC, its successors or assigns" appears herein, it shall be construed to include not only the RTC, but also any succeeding agency or entity of the federal government and any grantee or purchaser from the RTC, including its successors, of the PROPERTY or any portion of the PROPERTY for the purpose of development and resale, but shall not be construed to include any subsequent owner of less than three (3) building lots as shown on a properly recorded plat of the PROPERTY.

II. - RESERVATIONS:

1. The RTC, its successors or assigns, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the RTC, its successors or assigns, or the DUTCH ISLAND HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the RTC or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the RTC, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The abutting land

owners shall be responsible for repairing and maintaining the said streets.

3. The sole right to amend, add to, or delete these conditions, restrictions, and limitations and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots in DUTCH ISLAND DEVELOPMENT, which shall include GRIMBALL'S POINT, GNANN HAMMOCK, or DUTCH ISLAND, shall be solely reserved to the ASSOCIATION, provided that so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY or any lot or portion thereof, the written consent of RTC, its successors or assigns, to any such amendment or change must first be obtained, and provided further that all the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the RTC, its successors or assigns.

5. The rights and privileges reserved and set out herein, or as appropriately modified, shall inure to the benefit of the RTC, its successors or assigns, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

III - EASEMENTS:

1. UTILITY EASEMENT. The RTC reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the RTC or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the RTC, its successors or assigns, shall cease to exist at such time as the RTC, its successors or assigns, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

IV - USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

All lots in the PROPERTY shall be used solely and only for residential purposes, unless permission for other use is granted in writing by the ASSOCIATION, and only one single family building for private residence, not to exceed two stories in height, with an attached private garage for not more than three automobiles, on any single lot, unless approved in

writing by the ASSOCIATION. One house may be erected on more than one lot, but any variance from established interior set-back lines must be approved in writing by the ASSOCIATION. The said garage shall not open so that it is exposed to another residence or a main road, unless permission is granted in writing by the ASSOCIATION. Servants quarters or separate guest house shall not be erected upon any lot without written permission of the ASSOCIATION. Any residence erected on any building site in the PROPERTY shall be fully completed within twelve months of the date that ground is broken for construction. It is expressly understood that the RTC, its successors or assigns, may designate any areas of the PROPERTY owned by it for multi-family dwelling units, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring the RTC, its successors or assigns, or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All minimum set-backs from the front and rear property lines, and abutting streets, are as shown and delineated on the plat of DUTCH ISLAND, PHASE THREE, prepared by Bahr, Wilson & Associates, Consulting Engineers, dated the 20th day of May, 1980 and recorded in the office of the Clerk of Superior Court of Chatham County, Georgia, in Subdivision Map Book 2-S, Folio 24, except that, in addition, minimum set-back from inside lot division lines shall be not less than twenty (20) feet to the outermost surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the RTC, its successors or assigns, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and

a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundations plan, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred to herein shall not be amended or changed without the approval of RTC, its successors or assigns, to the extent said guidelines and procedures pertain to PROPERTY owned by the RTC, its successors or assigns.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the RTC, its successors or assigns, so long as the RTC, its successors or assigns, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

8. CUTTING OF TREES.

No living tree having a diameter greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply to any area within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES, AND DRAINAGE.

a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the RTC, its successors or assigns, as owner thereof, specifically so provides.

b) The RTC and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia or persons seeking to enforce any of the rights of the State of Georgia or as against any other person or entity claiming rights thereto.

c) In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d) The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the RTC, its successors or assigns, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a) The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b) No exposed foundation piers, and no three-sided or leanto buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c) No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d) No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f) The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction may be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS

No satellite television receivers shall be installed either temporarily or permanently on

any lot within said PROPERTY, it being deemed by the RTC and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development.

V - NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, or trailers shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained, for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without the written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The RTC reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgment of the RTC or ASSOCIATION, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the RTC or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

VI - DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the Lien and Personal Obligation of Assessments - Each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to the RTC. Neither shall these assessments apply to any successor or assignee of RTC which owns twelve (12) or more assessable lots until such lot or lots are sold to a third party by RTC's immediate successor or assignee or until a period of five (5) years has expired from the date of conveyance from RTC, whichever first occurs.

3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of DUTCH ISLAND DEVELOPMENT and, in particular, for the improvement and maintenance of the properties, services, and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways, and drainage facilities, when such repairs and maintenance are not charged to the abutting owners in accordance with the provisions of those restrictions found in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to the provisions of Paragraph 3.2.2, and for the cost of labor, equipment, materials, management, and supervision thereof. This provision in no way requires the RTC or the ASSOCIATION to establish any common properties. This paragraph shall also be construed in accordance with paragraph 3.2.1 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied without approval of the membership as set forth herein; however, the Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways, or private ways for the purpose of maintaining the same. Payment of each successive assessment relieves the abutting owner of the obligation to maintain the roadway in good repair as required by Section II, Subsection 2, of the Restrictive Covenants recorded in Deed Record Book 99-D, Folio 857, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. The assessments will be made against each member proportionately to the number of lots abutting the street or road which is paved. This paragraph shall also be construed in accordance with paragraph 3.2.2 of the provisions of those covenants and restrictions found in Deed Record Book 114-X, Folio 5, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the

ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments. - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

The RTC shall be exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it. Assessments for property sold or conveyed by the RTC to a third party which is

not exempt from assessments as herein provided shall commence and be due on the date of closing of such sale or conveyance.

3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and

b) All properties which are or which become common properties of the ASSOCIATION.

c) As provided in Paragraphs 3.1 and 3.6 above, all properties owned by the RTC shall be exempt from assessment until such time as said property is sold or conveyed to another party unless such party is the successor or assignee of RTC with respect to twelve (12) or more lots. At that time all assessments, if any, applicable to the property sold or conveyed by the RTC shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

VII - WATER, SEWER AND GARBAGE COLLECTION:

1. WATER SERVICE - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the RTC or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION - Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the RTC and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

VIII - GENERAL PROVISIONS:

1. DURATION - The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the RTC or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless

made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES - Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT - Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the RTC or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

4. MODIFICATION - As stated in Paragraph 3 of Section II hereof, the RTC hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the RTC or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the RTC, its successors or assigns, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY - Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

IX - LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the RTC in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

FILED FOR S. CORD
REC. BK. 173-A
PL. 679

PREPARED BY:

BRANNEN AND NICKERSON, L.L.C.
P.O. BOX 14621
SAVANNAH, GEORGIA 31416

PLEASE CROSS REFERENCE:
95 JUN 28 11:10 AM '95
RECORD BOOK 163-X,
FOLIO 582, CHATHAM
COUNTY, GEORGIA RECORDS
CLERK, CHATHAM COUNTY, GA

FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS

6:19

91.0746 ACRES - DUTCH ISLAND
DUTCH ISLAND SUBDIVISION

86.74 acre Plat Book 13P folio 65

This is a well site.
Plat 13A 1128

THIS FIRST AMENDED AND RESTATED DECLARATION (the "Declaration") is made this 7th day of June, 1995, by and between DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC., a Georgia corporation (hereinafter referred to as the "ASSOCIATION") and DUTCH ISLAND, L.L.C., an Arizona limited liability company qualified to transact business in the State of Georgia (hereinafter referred to as "OWNER");

WHEREAS, Resolution Trust Corporation as Receiver for Hill Financial Savings Association entered into that Declaration of Covenants and Restrictions, 91.0746 acres - Dutch Island, Dutch Island Subdivision, dated December 6, 1993, and recorded in Record Book 163-X, folio 582, Chatham County, Georgia records (the "DCR"); and

WHEREAS, OWNER has purchased all or substantially all of the PROPERTY, as defined in the DCR; and

WHEREAS, the ASSOCIATION and OWNER desire to amend and restate the DCR pursuant to Article II, Section 3 for purposes of clarifying and amending certain terms thereof; and

WHEREAS, pursuant to foreclosure sale which occurred on October 6, 1992 in compliance with law, the RTC was owner of certain real property lying on and within the DUTCH ISLAND SUBDIVISION, now owned by OWNER (hereinafter referred to as "the PROPERTY"), which is part of the DUTCH ISLAND DEVELOPMENT, said PROPERTY being the remaining portion of that tract and parcel of land designated upon a "PLAT OF 91.0746 ACRES" prepared by EMC Engineering Services, Inc. dated 11/25/86 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Map Book 9-P, Folio 3, after excepting from the aforescribed 91.0746 acres any portion or part thereof lying and being within PHASE 9, DUTCH ISLAND as shown and designated upon a plat of "PHASE 9, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated September 2, 1987 and recorded in Subdivision Map Book 10-S, Page 32, aforesaid records, and any portion or part thereof lying and being within PHASE 10, DUTCH ISLAND as shown and designated upon a plat of "PHASE 10, DUTCH ISLAND" prepared by EMC Engineering Services, Inc. dated February, 1989 and recorded in Subdivision Map Book 10-S, Page 47, aforesaid records, and further excepting from said 91.0746 acres any portion or part thereof lying and being within that 0.2296 acre well site and 15 foot utility and access right-of-way as more particularly shown and described upon a "PLAT OF WELL SITE AND ACCESS R/W, DUTCH ISLAND, CHATHAM COUNTY, GEORGIA" prepared by EMC

Engineering Services, Inc. for Atlantic Investors Development Corp. and dated December 16, 1986, reference being hereby made to the aforesaid plats and maps for a more particular description of said PROPERTY; this also being a portion of the same property as more fully described in Exhibit "A" to the RTC's foreclosure deed under power of sale dated 10/6/92, and recorded in Deed Book 156-S, Folio 595 (at 603 and 604), aforesaid records, to which reference is hereby made and incorporated herein for a more complete description of said property.

The PROPERTY is more particularly designated as 86.34 acres located on Dutch Island, on that plat entitled "Plat of 86.34 acres, located on Dutch Island, 6th GM District, Chatham County, Georgia", prepared by Charles W. Tuten, Jr., G.R.L.S. 2345, dated December 30, 1993 and recorded in Plat Book 13-P, folio 65, Chatham County, Georgia records, and is more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

This is the same property designated as the 86.34 Acre Tract and being a portion of the property conveyed by Georgia Special Warranty Deed from Resolution Trust Corporation as receiver for Hill Financial Savings Association to Dutch Island, L.L.C. dated July 21, 1994 and recorded in Record Book 168-K, folio 5, Chatham County, Georgia records.

Notwithstanding the title of this Declaration, the parties acknowledge that the PROPERTY actually contains 86.34 acres, more or less, not 91.0746 acres; and

WHEREAS, the RTC desired, and the ASSOCIATION and OWNER now desire to provide for the preservation of the values and for continuation of amenities in said development and wish to insure a pleasant environment for gracious living, which shall include ecological harmony and recreational opportunity for the residents but also wishes to preserve their rights and the rights of their successors and assigns to develop the PROPERTY; and

WHEREAS, in order to assure that there can be no possible questions regarding the applicability of covenants and restrictions to the PROPERTY, it was the purpose and intent of the RTC, and now the ASSOCIATION and OWNER to herewith declare the following covenants and restrictions for said PROPERTY to assure the uniform and high quality development of said PROPERTY.

W I T N E S S E T H

THE RTC did declare that it imposed and established the following restrictions, conditions, limitations, easements, rights, and privileges in respect thereto and to the use thereof, and made the following reservations with respect to the PROPERTY, and, for ten and no/100ths dollars (\$10.00), the mutual benefits and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSOCIATION and the OWNER hereby agree to amend and restate the same as provided in this Declaration.

I. GENERAL APPLICATION OF DECLARATION:

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The restrictions, conditions, limitations, easements, rights, privileges, reservations, and zoning ordinances of Chatham County, Georgia, as modified, shall apply to the PROPERTY. Such restrictions, conditions, limitations, easements, rights, privileges, and reservations shall apply just as if they were fully set out in each conveyance from the OWNER to any person, firm, or corporation conveying any of said lots, areas, or streets; and the OWNER agrees and binds itself, its successors and assigns, to make all conveyances of the PROPERTY or any portion thereof and all contracts of sale or contracts for conveyances of land in said PROPERTY, subject to said restrictions, conditions, limitations, easements, rights, privileges, and reservations. It is specifically understood that these restrictions apply only to the lots, areas and streets lying within the PROPERTY. These restrictions do not apply to the use of areas now designated or designated at some future date by the OWNER, whether appearing on the plats of the PROPERTY or not, for storage of maintenance equipment, quarters for watchmen, or gate house, including gates and recreational areas.

Wherever the term or phrase "OWNER" appears herein, it shall be construed to refer only to Dutch Island, L.L.C., an Arizona limited liability company qualified to transact business in the State of Georgia.

II. RESERVATIONS:

1. The OWNER, reserves the right to extend said DUTCH ISLAND DEVELOPMENT to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lot or any portion of unsold property, including the additions or elimination of streets, lanes, and easements.

2. All streets designated on the plat of the PROPERTY, if there be any, as "Private Ways" shall be private access roads for the exclusive use of abutting property owners, authorized government agents and agencies, and such others as may be authorized by the OWNER, or the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "ASSOCIATION") from time to time. This provision is not to be construed as an obligation on the part of the OWNER or its successors or assigns to designate such "Private Ways". The owners of property abutting on such "Private Ways" shall be liable for their proportionate share of the cost of their maintenance. All such liability shall cease at such time as the OWNER, or the ASSOCIATION if it holds title thereto, and the Commissioners of Roads and Revenue of Chatham County, Georgia (and/or their successors), should decide that such streets should be dedicated as public streets in whole or in part. The ASSOCIATION shall be responsible for repairing and maintaining all streets dedicated or conveyed to the ASSOCIATION. The ASSOCIATION has the right to charge all members of the ASSOCIATION their prorata share of said repair and maintenance expense.

3. The sole right to amend, add to, or delete the conditions, restrictions, and limitations contained in this Declaration and any others which may be later established, and which shall be incorporated by law or by reference in deeds or contracts for deeds for any and all lots subdivided out of the PROPERTY or any portion of the PROPERTY, shall be solely reserved to the ASSOCIATION, provided that so long as OWNER is record owner of title to the PROPERTY, or any portion thereof, the written consent of OWNER to any such amendment or change must first be obtained and provided further that the amendments to such restrictions, conditions, and limitations shall be in conformity with the general purpose of the restrictions, conditions, and limitations herein contained, but shall not necessarily be consistent therewith. The right to approve amendments to this Declaration contained in this paragraph may not be assigned or transferred by OWNER to purchasers of lots or any other portion of the PROPERTY from OWNER.

4. The purpose of these restrictive covenants is to provide one of the finest residential areas on the Eastern Seaboard and to preserve and protect the investment of the property owners, while still permitting flexibility in development by the OWNER.

5. The rights and privileges reserved and set out herein, or as appropriately modified shall inure to the benefit of the OWNER, and/or the ASSOCIATION, its successors and designated assigns, as applicable.

III. EASEMENTS:

1. UTILITY EASEMENT. The OWNER reserves to itself, its successors or assigns, and to the ASSOCIATION a perpetual easement in, on, over, and under all streets, lanes, and drainage and utility easements shown on said plat, and in, on, over, and under a strip of land five feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot and area, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining any utility, with the right to erect and maintain poles, conduits, and wires for telephones, electric power, and other purposes to lay, install, and maintain facilities for sewerage, water, gas, storm drainage and other utilities therein. Where these covenants do not conform to the plat recorded, the plat shall be controlling. This reservation shall not be construed as an obligation of the OWNER or the ASSOCIATION to provide and maintain any such activity or service. All utility lines must be underground. It shall be the responsibility of each property owner owning property abutting a drainage ditch to keep the same clean and free from obstruction. The reservation of this easement to the OWNER, shall cease to exist at such time as the OWNER, is no longer owner of record title to any lot or portion of the PROPERTY. At such time said easement shall inure and by this declaration be vested solely with the ASSOCIATION.

2. EASEMENT OF ENJOYMENT. Subject to the provisions herein, the right of the ASSOCIATION to impose regulatory and maintenance fees

and to require compliance with reasonable rules and regulations as a prerequisite to the enjoyment of the rights contained herein, and any other conditions, restrictions or remedies of the Association for failure to comply with the terms and conditions of this Declaration, every owner of all or any portion of the PROPERTY shall have a right and easement of enjoyment in and to the "Common Areas", as hereinafter defined, which easement shall be appurtenant to and shall run with the title to every lot subdivided out of the PROPERTY or with the title to any other portion of the PROPERTY. For purposes of this paragraph 2, "Common Areas" shall be defined as any area of land, together with improvements thereon, now owned or hereafter conveyed, leased or dedicated to the ASSOCIATION, for the common use and enjoyment of the members of the ASSOCIATION, including specifically the Dutch Island guard gate and surrounding area located near Grimball Point, the Dutch Island boat ramp and dock area, the Dutch Island swimming pool, recreation center and tennis courts, the Dutch Island driving range, the Dutch Island causeway and all roads, easements, lagoons and other common areas shown on any plat of the PROPERTY or of property comprising what is commonly known as the Dutch Island development, including those areas known as Grimball Point, Gnann Hammock or Dutch Island (hereinafter the "Dutch Island Development"). Notwithstanding the foregoing, nothing contained in this Declaration shall be construed to prohibit the Association, as owner of such "Common Areas", from modifying, improving or altering the uses of said Common Areas to other uses suitable for the common enjoyment of the Owners, or from selling or otherwise disposing of such areas, subject to the easement rights granted hereby, as it determines necessary or appropriate in its sole judgement. Owners of all or a portion of the Property shall have no fee simple ownership rights or interests in such "Common Areas", the title to which shall be vested solely in the Association.

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCES AND RESERVATIONS FOR OTHER USES BY THE ASSOCIATION.

a. All lots subdivided out of the PROPERTY shall be used solely and only for residential purposes, unless permission for other uses is granted in writing by the ASSOCIATION, and only one single family building for a private residence, not to exceed two stories in height, with an attached private garage for not more than three (3) automobiles shall be allowed on any single lot, unless approved in writing by the ASSOCIATION.

b. One house may be erected on more than one lot, but any variance from established interior setback lines must be approved in writing by the ASSOCIATION. In the event a lot owner owns two contiguous lots, even if the residence is located on only one of those lots, said owner may have said two contiguous lots designated as a single residential lot for purposes of computing assessments by and voting rights in the ASSOCIATION, by notifying the ASSOCIATION of said

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intent in writing. Said designation of a single lot shall not apply to more than two contiguous lots, and shall be automatically terminated as soon as said lots are no longer owned by the same party or parties. Should the owner of two contiguous lots so designated as a single Lot, as permitted herein, later desire to sell or convey one of said lots so that the two lots are no longer owned by the same party or parties, or to construct a separate residence on each lot, then all assessments which would have otherwise been due and payable on each of said lots had it not been joined with a contiguous lot shall be immediately due and payable in full for all such prior years.

c. Any garage attached to a residence shall not open so that it is exposed to a main street, unless permission is granted in writing by the ASSOCIATION. Notwithstanding the foregoing, in the event that a lot is a corner lot, the garage may open so that it is exposed to the less traveled of the streets contiguous to said lot as determined in the sole discretion of the ASSOCIATION.

d. Servants quarters, guest houses, detached garages with or without garage apartments and other supplemental structures shall not be erected on any lot without written permission of the ASSOCIATION, and shall not be used for rental purposes separate from the main dwelling. Rental of any supplemental structure or only a portion of the main dwelling, including attached garage apartments, is prohibited. Any residence erected on any building site on the PROPERTY shall be fully completed within twelve months of the date ground is broken for construction.

e. Notwithstanding anything contained in this paragraph to the contrary, OWNER may designate any areas of the PROPERTY owned by it for multi-family dwellings, a neighborhood shopping area, clubs, golf courses, marinas, boat launchings, and other recreational areas, including a stable or riding academy; but nothing contained herein shall be construed as requiring OWNER or the ASSOCIATION to designate such an area.

2. SET-BACKS OF SINGLE FAMILY RESIDENCES FROM PROPERTY LINES.

All lots subdivided out of the PROPERTY shall have a thirty-five (35) foot front building setback line and a minimum side setback between adjoining lots from inside division lines of not less than twenty (20) feet, provided that if the improvements include a garage that opens to the side of the lot and the improvements are set back more than 20 feet from that side, the setback line on the side away from the garage shall be not less than 10 feet, so long as the sum of the side setbacks on both sides is not less than 40 feet. Setbacks shall be measured to the outer most surface of the exterior walls, columns, or stanchions, unless otherwise authorized by the ASSOCIATION in writing.

3. DUAL FACING OF RESIDENCE.

All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

4. SUBDIVIDING OF SINGLE FAMILY RESIDENTIAL LOTS.

No lot shall be sold except as a whole, or subdivided for the purpose of erecting a complete residence on either portion without the written consent of the ASSOCIATION. This provision shall apply only to such lots or areas within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction.

5. SEWERAGE DISPOSAL.

No toilets shall be maintained outside of any building erected upon any lot or area, and all sewerage shall be disposed of in accordance with the regulations of Chatham County, Georgia. This paragraph is not to be construed as an obligation on the part of the OWNER, or the ASSOCIATION to install or maintain a sewerage system.

6. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS.

No building, summer house, cabana, fence, wall, swimming pool, screening device, or other structure shall be commenced, erected, or maintained, nor shall any addition to, or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot or area to be built upon shall have been submitted to, and approved by the ASSOCIATION, its successors and designated assigns, and a copy of the plans and building specifications thereof, as finally approved, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such building plans, specifications, and grading plans which are not suitable or desirable in its sole opinion, for any reason, including purely aesthetic reasons. In so passing upon such plans, specifications or grading plans, it shall have the right to take into consideration the suitability of the proposed building, and the materials of which it is to be built, to the said plot upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building as planned on the outlook from the adjacent or neighboring property. All fences, walls, barbecue pits, or other approved structures, including mail boxes, shall be constructed in general conformity with the general architecture of the residence and of materials which shall conform to the materials used in such residence.

Such building plans and specifications shall be prepared by a qualified architect or building contractor unless otherwise stipulated in writing by the ASSOCIATION and shall consist of not less than the following: foundation plans, section details, floor plans of all

floors, elevation drawings of all exterior walls, roof plans, and plot plans showing location and orientation of building on the lot or area, with all set-backs indicated. Such plans and specifications shall show, also, the location of all trees having a diameter of twenty (20) inches or more, breast high, and shall indicate driveway, service court on lot or area, parking and all additional such facilities.

The ASSOCIATION's architectural guidelines and procedures in place as of the date of this instrument for the PROPERTY referred to herein shall not be amended or changed without the approval of OWNER, to the extent said guidelines and procedures pertain to PROPERTY owned by the OWNER.

No residence, garage, or guest house may be constructed on any lot in the PROPERTY without the full and active supervision of an architect or building contractor.

Each lot must be appropriately landscaped. A landscape development plan shall be submitted and approved by the ASSOCIATION in writing before any landscaping is actually executed.

The ASSOCIATION shall create guidelines and procedures outlining architectural review procedures and shall appoint an architectural review committee for the purpose of reviewing and approving plans and specifications in accordance with said guidelines. The architectural review committee may charge a fee payable by the owner of any lot seeking architectural review in an amount sufficient to reimburse the ASSOCIATION for the reasonable cost of retaining an architect, registered under the laws of the State of Georgia, to insure that any work on said lot described in this paragraph is undertaken in accordance with the provisions of the guidelines and this Declaration.

7. SIZE OF RESIDENCE.

No residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence. The total floor area of a two-story residence must also be not less than 2,400 square feet with a minimum ground floor space of not less than 1,400 square feet; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garages or carports. This requirement may be varied by the ASSOCIATION in its discretion, subject to the approval of the OWNER, so long as the OWNER, own the PROPERTY or any portion thereof as defined above; but before construction may be begun on a residence with a smaller amount of square footage, permission must be obtained in writing from the ASSOCIATION.

8. CUTTING OF TREES.

No living tree having a diameter of greater than twenty (20) inches, breast high, may be cut on any of the lots in said PROPERTY without the written consent of the ASSOCIATION. This provision shall apply only to such lots within the PROPERTY as shall appear on a properly recorded plat of said PROPERTY for use as lots for the purpose of residential construction. This provision shall not apply

to any area within the PROPERTY intended or in fact used for the purpose of road construction, drainage culvert construction or repair or for such other purpose as may reasonably be necessary for the preparation and development of the PROPERTY for sale and use as residential property.

9. ARTESIAN WELLS.

No artesian well may be drilled on any lot or area on said PROPERTY without the written consent of the ASSOCIATION. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers and marshes.

10. OFF-STREET PARKING.

The owner of each lot, or area, comprising a building site, shall provide an off-street parking area with a durable surface on his lot for his own vehicles and at least two additional vehicles.

11. LOT SURVEY MONUMENT.

If the permanent corner reference monuments have not been erected, or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at the owner's expense, before construction is commenced on any lot or area.

12. HIDDEN SERVICE COURT.

A service court, or drying yard area, hidden from view from the marshes, from any adjacent street, and from adjoining lot owners, must be included in the architectural or landscape plans, and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying area and other similar usage. All garbage or trash cans and incinerators shall be kept in a clean and sanitary condition.

13. MARSHES, LAKES, WATERCOURSES AND DRAINAGE.

a. No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the ASSOCIATION; and no property owner shall have any property right or interest in any such lagoon, lake, canal, or river unless the conveyance from the OWNER, as owner thereof, specifically so provides.

b. OWNER and the ASSOCIATION will not and do not warrant title to any marshes or the use thereof by the property owners whose lots adjoin marsh areas, as against the State of Georgia, or a person seeking to enforce any of the rights of the State of Georgia, or as against any other person or entity claiming rights thereto.

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c. In any event, no property owner shall effect any action to change the level of any lake or the levels or courses of any watercourse or drainage ditch without the written consent of the ASSOCIATION where such watercourses or drainage ditches abut or cross property owned by any other property owner. Unless otherwise agreed by the ASSOCIATION in writing, the owner of each lot or area abutting on any lake or pond through which passes a stream, drainage ditch, or swale lying within or contiguous to his lot shall keep the portion of such lake, stream, drainage ditch or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The ASSOCIATION shall have the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Paragraph 7, Section V, hereof.

d. The rights of the ASSOCIATION as set forth in this Paragraph 13 shall also inure to the benefit of the OWNER, as long as it (or they) own the PROPERTY.

14. SPECIFIC PERMISSION REQUIRED FOR THE FOLLOWING.

a. The erection and occupancy of a garage, garage apartment, or guest house, on any lot or area, prior to construction of the main residence, is prohibited unless written permission is granted by the ASSOCIATION.

b. No exposed foundation piers, and no three-sided or lean-to buildings or storage houses of any nature will be permitted unless written permission is granted by the ASSOCIATION.

c. No metal clad siding, asphalt, asbestos, or roll siding will be permitted unless written permission is granted by the ASSOCIATION.

d. No unusually steep roof or other unusual roof lines will be permitted unless written permission is granted by the ASSOCIATION.

e. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal unless written permission is granted by the ASSOCIATION.

f. The finished floor of any living area of a dwelling within this subdivision must be at least 18 inches above the grade of the surrounding lot unless written permission is granted by the ASSOCIATION.

15. SPECIFIC PROHIBITION.

No garbage, refuse, trash, or debris of any kind shall be dumped or placed or allowed to remain in any marsh areas, river or estuary, nor may such material be used for fill of any kind.

16. TRAFFIC HAZARDS.

No fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist on any adjacent street or lane and thus creates a traffic hazard. All fences must, in the sole judgment of the ASSOCIATION, conform to the general architectural scheme of the house.

17. DOCKS, WHARFS AND PIERS.

Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the ASSOCIATION and must be approved by the ASSOCIATION in writing before construction must be begun. A list of all materials to be used in construction must be submitted.

18. RETAINING WALL.

The owner of a lot within said subdivision shall, at his expense, install a retaining wall along each side of the driveway crossing the culvert to said lot, which wall shall be constructed of such material and design as approved by the Architectural Review Board appointed and/or elected by the ASSOCIATION to review plans for the construction of dwellings within said subdivision.

19. SATELLITE TELEVISION RECEIVERS.

No satellite television receivers shall be installed either temporarily or permanently on any lot within said PROPERTY, it being deemed by the OWNER and ASSOCIATION that such equipment is unsightly and detracts from the aesthetic beauty of the development, except that antennas less than 20" by 20" may be installed if screened from view of the street and adjacent properties.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used, operated, or permitted to remain on any of the land included in DUTCH ISLAND DEVELOPMENT any nuisance of any kind or character. What constitutes a nuisance shall be determined by the ASSOCIATION in its sole discretion.

2. No trash, rubbish, garbage, debris, or material shall be deposited on any lot or area, or on the right of way of any street, except building materials during the course of construction on the site.

3. No noxious or offensive activity shall be carried on or upon any lot in said DUTCH ISLAND DEVELOPMENT, nor shall anything be done thereon which is, or may become, an annoyance or nuisance to the neighborhood. The sole judge of what is noxious or offensive shall be the ASSOCIATION.

4. No parking of mobile homes, trucks, trailers, recreational vehicles, motor homes, "piggy back" campers, camper trailers, travel trailers or the like shall be permitted on the streets, lots, or areas, except during construction, and thereafter, except for delivery or pickup or remodeling and repairs; provided, however, that boat trailers, for small boats not exceeding twenty-five (25) feet in length, may be parked on the parking area to be maintained on each lot or area; and provided that one "panel" or one "pickup" truck may be kept on each lot or area if it is kept in a closed garage at all times.

5. No livestock, live fowl, other animals, or reptiles, except domesticated dogs, cats, and caged birds, shall be kept upon any lot without written consent of the ASSOCIATION, nor shall any occupant of said DUTCH ISLAND DEVELOPMENT permit such livestock, fowl, other animals or reptiles to constitute a nuisance to other occupants, or owners of land in the said DUTCH ISLAND DEVELOPMENT. No dogs or cats may be kept on said lots or areas, and bred and maintained for any commercial purpose, nor shall they be bred for non-commercial purposes so as to become a nuisance. The ASSOCIATION shall be the sole judge of whether such breeding constitutes a nuisance.

6. No advertising sign, or advertising matter of any kind, shall be erected upon or displayed, or otherwise exposed to view on any lot or area in said subdivision without written consent of the ASSOCIATION; and the ASSOCIATION may enter upon any lot or area upon which sign or matter is erected, or displayed, and summarily remove and destroy any such unauthorized sign or matter.

7. The OWNER reserves for itself and the ASSOCIATION the right to care for vacant and unimproved and unkept lots and areas in the PROPERTY, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and do any other things and perform any labor necessary or desirable, in the judgement of the OWNER or the ASSOCIATION to maintain the PROPERTY neatly and in good order and the cost of such maintenance will be charged against the owner of said lot, lots, or areas. This reservation shall not constitute an obligation on the part of the OWNER or the ASSOCIATION to perform any of the acts mentioned above.

8. No airing of bedding or external drying of clothes or wash is permitted, except within the service court described in Paragraph IV, subparagraph 12 above.

9. No window-type heating and/or air-conditioning unit or window exhaust fan will be permitted to remain attached to the main residence on any lot or area in the PROPERTY, except as approved in writing by the ASSOCIATION.

VI. DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC.

1. PURPOSES.

A non-profit corporation known as the DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC. (also identified herein as the "ASSOCIATION") has been organized for the purpose of administering the affairs of Dutch Island and maintaining the common areas, recreational facilities and roadways within the Dutch Island Development as authorized by these covenants and restrictions and as further permitted by law and as permitted by said corporation's charter. Each owner of a lot or living unit, subject to the provisions of Paragraph 2 of these restrictions, will be entitled to membership. For purposes of this instrument, a living unit is defined as a portion of a condominium erected for the purposes of having several living units.

2. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

2.1 Membership - Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit, which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2.2 Voting Rights - Each member of the Association shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

For purposes of determining the votes allowed under this Article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

3. COVENANT FOR MAINTENANCE ASSESSMENTS.

3.1 Creation of the lien and Personal Obligation of Assessments- Each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representative, successors, and assigns, to pay to the Association: (1) general purpose annual assessments or charges; and (2) special purpose annual assessments or charges. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. No special purposes annual assessment or special assessments for capital improvement shall be made unless done as set forth herein. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal

obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

All assessments must be levied uniformly against members of the Association.

These assessments shall not apply to lots owned by OWNER until such lot or lots are sold to a third party by OWNER or until July 21, 1999, whichever first occurs.

3.2 PURPOSE OF ASSESSMENTS.

3.2.1 Annual General Purpose Assessments - The annual general purpose assessments levied by the ASSOCIATION shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of lots in the PROPERTY and the residents of all lots in Dutch Island Development, and in particular for the improvement, maintenance, repair, and operation of the Common Areas and facilities located thereon, including, but not limited to discharge of all obligations of the ASSOCIATION imposed by this Declaration, payment of taxes, if any on Common Areas, payment of insurance with respect to Common Areas owned by the ASSOCIATION and repair and maintenance of streets, roadways and drainage facilities included within the Dutch Island Development. This provision in no way requires the OWNER or the ASSOCIATION to establish any Common Areas.

3.2.2 Annual Special Purpose Assessments - No annual special purpose assessment may be levied against the PROPERTY or any portion thereof without approval of the membership of the ASSOCIATION as set forth herein; however, the ASSOCIATION may levy annual special purpose assessments against dwelling lots which abut upon and are served by the streets, roadways or private ways for the purpose of maintaining the same. The assessments will be levied against each member of the ASSOCIATION proportionately to the number of lots abutting the street or road which is paved.

3.2.3 Special Assessments for Capital Improvements - In addition to the annual general purpose assessments, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, causeway, streets, roadways, or private ways, and landscaping on property owned by the ASSOCIATION including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the ASSOCIATION who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

3.3 BASIS AND MAXIMUM OF ANNUAL GENERAL AND SPECIAL PURPOSE ASSESSMENTS.

3.3.1 Annual General Purpose Assessments - The annual general purpose assessment shall be established by the ASSOCIATION's Board of Directors and approved by the ASSOCIATION's membership, as hereinafter provided, for the next succeeding three years, and at the end of each such three-year period, for an additional succeeding period of three years. This three-year basis may be changed by approval of a majority of the ASSOCIATION's membership at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting.

3.3.2 Annual Special Purpose Assessments - The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for the succeeding annual assessment period, it shall be reduced accordingly.

3.3.3 The Board of Directors of the Association, after consideration of current maintenance costs and the needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

3.4 CHANGE IN BASIS AND MAXIMUM OF ANNUAL GENERAL PURPOSE ASSESSMENTS.

The ASSOCIATION may change the maximum and basis of the annual general purpose assessments prospectively, at a meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty (30) days in advance of such meeting, provided that the limitations with respect to such assessments as herein set forth shall apply to any change in the maximum and basis of the assessment undertaken as an incident to a merger or consolidation in which the ASSOCIATION is authorized to participate under its Articles of Incorporation and this Declaration.

3.5 QUORUM FOR ANY ACTION.

The quorum required for any action authorized herein shall be as follows: At the first meeting called, as provided herein, the presence of at the meeting of members, or of proxies, entitled to cast 20% of the votes of members of the ASSOCIATION shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth herein and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

3.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.

The annual general purpose and annual special purpose assessments provided for herein shall commence on the date fixed by the Board of Directors of the ASSOCIATION to be the date of commencement. The assessments for any year shall become due and payable on the first day of January of said year. The amount of the annual general purpose or annual special purpose assessments which may be levied for the balance remaining in the first year of assessment of a lot or living unit shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period.

During any period that the OWNER is exempt from and not liable for payment of annual general purpose or annual special purpose assessments or assessments for capital improvements on any property owned by it, as provided in paragraph 3.1 hereof, assessments for property sold or conveyed by the OWNER to a third party shall commence and be due on the date of closing of such sale or conveyance.

3.7 DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period at least thirty (30) days in advance of such date or period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the ASSOCIATION and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The ASSOCIATION upon demand and payment of a service fee of not more than \$25.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the ASSOCIATION setting forth what assessments, if any, which have been made with respect to said owner's property, are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

3.8 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for

the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum or in lieu thereof, and in the discretion of the ASSOCIATION's Board of Directors, a late penalty and collection fee may be assessed on such delinquent assessment. The ASSOCIATION may bring any action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint and lien and such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

3.9 SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereinafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

3.10 EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by local public authorities and devoted to public use; and
- b. All properties which are or which become common properties of the ASSOCIATION.
- c. As provided in Paragraph 3.1 above, all properties owned by the OWNER shall be exempt from assessment until such lot or lots are sold to a third party by OWNER or until July 21, 1999, whichever first occurs. At that time all assessments, if any, applicable to the property shall apply, commencing with the assessments for the then current calendar year.

Notwithstanding any provision herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

3.11. RELEASE OF OWNER.

Upon completion of construction of any Common Areas in accordance with all requirements of any governmental body having jurisdiction thereof, within any portion of the PROPERTY for which a subdivision plat has been recorded in the Chatham County, Georgia records designating said Common Areas, OWNER agrees to convey and the ASSOCIATION agrees to accept dedication of said Common Areas, provided that OWNER has provided a one (1) year maintenance bond in accordance with Chatham County, Georgia requirements.

OWNER shall continue to perform any maintenance and repair work required by said maintenance bond for said one (1) year period at its sole cost and expense, and shall deliver said improvements at the end of said period to the ASSOCIATION in good repair. The ASSOCIATION hereby grants to OWNER an easement for access, ingress and egress over said Common Areas for the sole purpose of performing said repair and maintenance work during said one (1) year period.

At the end of said one (1) year period, the ASSOCIATION shall thereafter be responsible for management, maintenance and repair of said Common Areas, and hereby releases OWNER from any further responsibility or liability for maintenance and repair of said Common Areas. Upon dedication of said Common Areas to the ASSOCIATION, OWNER hereby assigns to the ASSOCIATION (without limiting any rights or remedies of OWNER), the non-exclusive right to pursue any claim or cause of action against contractors, subcontractors or other parties responsible for the design, materials, construction and maintenance of said Common Areas. The ASSOCIATION hereby releases OWNER from any responsibility or liability for the maintenance or repair of existing Common Areas.

VII. WATER, SEWER AND GARBAGE COLLECTION:**1. WATER SERVICE.**

Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors, and assigns, to pay charges for water service and he shall pay at the closing of the purchase of his lot from the OWNER or other owner of such lot, a separate connection or tap-in charge as then established by the operator of the utility system (hereinafter sometimes referred to as "Utility"). Thereafter, he or she shall pay for consumption of water at reasonable rates subject to a monthly minimum charge established by the Utility serving the community, which consumption, usage, and availability charges may be billed monthly, bi-monthly or quarterly at the option of the Utility. There shall be no discharge of water into the sanitary sewer from any roof, footing or yard drains or any other source of water other than from household waste. There shall be no installation and/or use of so called "Florida Heat Pumps" or other heating or cooling systems which utilize water as the heat transfer medium without the written permission of the ASSOCIATION. The ASSOCIATION and/or the water utility company specifically reserve the right to charge additional monthly charges where such a system is installed.

2. SEWER SERVICE AND GARBAGE COLLECTION.

Every owner of a lot in the property shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to utilize the sewer system and to pay whatever surcharge, tap-in fees and monthly service fees as are established by the Utility, their successors and assigns. This provision shall apply when and if a sewage system is installed in the PROPERTY.

Garbage disposal and garbage collection service shall be in accordance with the provisions made (whether now or hereafter made) therefor by the OWNER and/or ASSOCIATION as that term is used under the aforesaid Restrictive Covenants, as amended.

VIII. GENERAL PROVISIONS:

1. DURATION.

The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable only by the OWNER or the ASSOCIATION, as applicable, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

2. NOTICES.

Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the ASSOCIATION at the time of mailing.

3. ENFORCEMENT.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the OWNER or the ASSOCIATION to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

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4. MODIFICATION.

As stated in Paragraph 3 of Section II hereof, the OWNER hereby assigns the right to the ASSOCIATION to modify by recorded supplemental declaration any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying, changing, amending, or deleting any such provisions, provided that the change, amendment, or modification shall not change the general purpose of this document or materially alter the rights of the OWNER or of any owner established by this or any such instrument. The ASSOCIATION shall make the sole determination of what constitutes a change in the general purposes of these instruments. However, so long as the OWNER, is record owner of title to the PROPERTY as more fully described above, its written consent to any such amendment must first be obtained.

5. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or Court order in no way shall affect any other provisions, which shall remain in full force and effect.

6. CONFLICT.

In the event of a conflict between the terms of this First Amended and Restated Declaration and the terms of the DCR, the terms of this First Amended and Restated Declaration shall control.

IX. LIMITATION:

Nothing contained herein shall be construed as limiting the flexibility of the OWNER in developing or selling any of its property upon such terms and conditions and in such a way as is consistent with these covenants and restrictions.

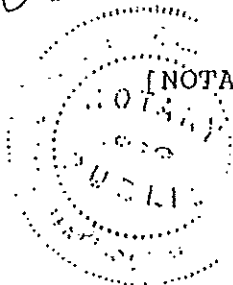
IN WITNESS WHEREOF, this First Amended and Restated Declaration has been executed by the duly authorized representatives of the ASSOCIATION and the OWNER as of the day and year first written above.

Signed, sealed and delivered in the presence of:

Diane A. Clark
Unofficial Witness

Jequeline M. Palmer
Notary Public

Notary Public, Clincham County, Georgia
My Commission Expires: December 22, 1998

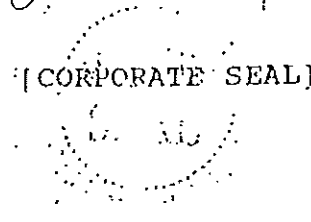


ASSOCIATION:

DUTCH ISLAND HOMEOWNERS ASSOCIATION, INC., a Georgia corporation

By: [Signature]
Its: President

Attest: J. M. Smith
Its: SECRETARY



Signed, sealed and delivered
in the presence of:

Robert Brown
Unofficial Witness

Lisa F. Lanier
Notary Public

USA F. LANIER
Notary Public, Cochise County, Georgia
My Commission Expires 11/07/11

My Commission Expires: _____

OWNER:

DUTCH ISLAND, L.L.C., an Arizona
limited liability company

By: David L. Gray
David L. Gray, as Manager

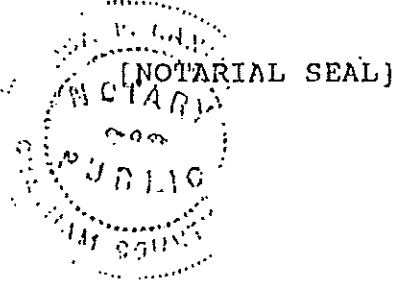


EXHIBIT A86.34 ACRE TRACT

ALL THOSE CERTAIN lots, tracts or parcels of land, situate, lying and being in Chatham County, Georgia, on Dutch Island and being known and designated as 86.34 ACRES LOCATED ON DUTCH ISLAND, on that plat entitled "Plat of 86.34 Acres, Located on Dutch Island, 6th G. M. District, Chatham County, Georgia", prepared by Charles W. Tuten, Jr., G.R.L.S. No. 2345, dated December 30, 1993, recorded in Plat Book 13-P, folio 65, Chatham County, Georgia records and incorporated herein and made a part hereof by this reference. Said property is more particularly described as follows:

Commence at the point of intersection of the western boundary line of the right of way of Dutch Island Drive (a 60' right of way) and the southern boundary line of Terrapin Trail (a 60' right of way), and proceed along said western boundary line of Dutch Island Drive S 14°29'35" E for a distance of 185.00 feet to a point, said point being the TRUE POINT OF BEGINNING;

FROM SAID TRUE POINT OF BEGINNING, thence proceed S 14°29'35" E for a distance of 104.86 feet to a point;

Thence proceed N 75°24'58" E for a distance of 260.00 feet to a point;

Thence proceed N 07°15'02" W for a distance of 141.15 feet to a point;

Thence proceed N 75°24'58" E for a distance of 223.7 feet to a point;

Thence proceed S 33°26'22" E for a distance of 51.63 feet to a point;

Thence proceed S 38°23'14" E for a distance of 59.41 feet to a point;

Thence proceed S 08°11'57" W for a distance of 39.90 feet to a point;

Thence proceed S 29°52'13" E for a distance of 65.65 feet to a point;

Thence proceed S 36°04'57" E for a distance of 60.79 feet to a point;

Thence proceed S 21°22'15" E for a distance of 56.60 feet to a point;

Thence proceed S 07°42'27" E for a distance of 47.80 feet to a point;

Thence proceed S 32°15'37" E for a distance of 70.79 feet to a point;

Thence proceed S 66°51'56" E for a distance of 83.77 feet to a point;

Thence proceed S 48°15'31" E for a distance of 143.51 feet to a point;

Thence proceed S 58°42'37" E for a distance of 62.86 feet to a point;

Thence proceed S 24°52'40" W for a distance of 100.45 feet to a point;

Thence proceed S 24°50'01" E for a distance of 72.64 feet to a point;

Thence proceed S 62°54'22" E for a distance of 82.23 feet to a point;

Thence proceed S 70°05'01" E for a distance of 104.64 feet to a point;

Thence proceed S 54°07'24" E for a distance of 153.29 feet to a point;

Thence proceed S 42°46'54" E for a distance of 190.82 feet to a point;

Thence proceed S 19°49'59" E for a distance of 41.58 feet to a point;

Thence proceed S 13°54'53" W for a distance of 34.61 feet to a point;

Thence proceed S 29°43'15" W for a distance of 62.98 feet to a point;

Thence proceed S 39°03'49" W for a distance of 98.26 feet to a point;

Thence proceed S 05°04'43" W for a distance of 26.02 feet to a point;

Thence proceed S 54°08'16" W for a distance of 56.87 feet to a point;

Thence proceed S 27°05'36" W for a distance of 60.54 feet to a point;

Thence proceed S 75°14'00" W for a distance of 188.56 feet to a point;

Thence proceed S 45°13'49" W for a distance of 266.30 feet to a point;

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Thence proceed S 22°12'26" W for a distance of 127.00 feet to a point;

Thence proceed S 40°20'24" W for a distance of 249.10 feet to a point;

Thence proceed S 33°02'57" W for a distance of 483.00 feet to a point;

Thence proceed S 29°47'57" W for a distance of 210.00 feet to a point;

Thence proceed N 60°12'03"W for a distance of 15.00 feet to a point;

Thence proceed S 43°27'13" W for a distance of 450.56 feet to a point;

Thence proceed S 88°17'52" W for a distance of 109.55 feet to a point;

Thence proceed N 47°50'26" W for a distance of 76.32 feet to a point;

Thence proceed N 16°13'59" W for a distance of 85.00 feet to a point;

Thence proceed S 73°46'01" W for a distance of 23.94 feet to a point;

Thence proceed N 15°49'31" W for a distance of 234.55 feet to a point;

Thence proceed N 29°49'32" W for a distance of 518.37 feet to a point;

Thence proceed N 48°55'57" W for a distance of 116.91 feet to a point;

Thence proceed N 59°51'32" W for a distance of 118.05 feet to a point;

Thence proceed N 30°19'26" E for a distance of 280.00 feet to a point;

Thence proceed N 17°32'29" E for a distance of 142.79 feet to a point;

Thence proceed N 55°42'30" W for a distance of 188.10 feet to a point;

Thence proceed N 16°49'02" E for a distance of 18.89 feet to a point;

Thence proceed N 73°10'58" W for a distance of 60.00 feet to a point;

Thence proceed N 55°42'30" W for a distance of 267.72 feet to a point;

Thence proceed N 69°52'54" W for a distance of 270.24 feet to a point;

Thence proceed N 15°51'46" E for a distance of 654.38 feet to a point;

Thence proceed N 69°24'36" E for a distance of 245.08 feet to a point;

Thence proceed S 32°33'26" E for a distance of 225.01 feet to a point;

Thence proceed along a curve to the left with a radius of 174.63 feet, a chord bearing of N 54°56'11" E for a chord distance of 69.62 feet, a distance of 70.09 feet to a point;

Thence proceed N 43°26'17" E for a distance of 53.98 feet to a point;

Thence proceed S 46°33'43" E for a distance of 60.00 feet to a point;

Thence proceed along a curve to the left with a radius of 20.00 feet, a chord bearing of N 88°26'17" E for a chord distance of 28.28 feet, a distance of 31.42 feet to a point;

Thence proceed N 43°26'17" E for a distance of 60.00 feet to a point;

Thence proceed S 46°33'43" E for a distance of 150.00 feet to a point;

Thence proceed N 43°26'17" E for a distance of 275.34 feet to a point;

Thence proceed N 74°11'57" E for a distance of 183.32 feet to a point;

Thence proceed N 15°48'03" W for a distance of 91.65 feet to a point;

Thence proceed N 43°26'17" E for a distance of 78.58 feet to a point;

Thence proceed N 75°29'02" E for a distance of 99.39 feet to a point, said point being the TRUE POINT OF BEGINNING;

Said property is a portion of that property conveyed to Resolution Trust Corporation as Receiver for Hill Financial Savings

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Association, by Foreclosure Deed Under Power of Sale dated October 6, 1992 and recorded in Record Book 156-S, folio 595, Chatham County, Georgia records.

LESS AND EXCEPT that tract or parcel of land conveyed to the City of Savannah for a sewage pumping station by Fee Simple Deed, dated August 31, 1988 and recorded in Record Book 139-T, folio 688, Chatham County, Georgia records, designated as Sanitary Pump Station Site Number 2 (c) on that Plat recorded in Plat Book 10-P, folio 13, Chatham County, Georgia records, and more particularly described as follows:

Commence at the point of intersection of the western boundary line of the right of way of Dutch Island Drive (a 60' right of way) and the southern boundary line of Terrapin Trail (a 60' right of way), and proceed along said western boundary line of Dutch Island Drive S 14°29'35" E for a distance of 185.00 feet to a point;

Thence proceed S 14°29'35" E for a distance of 104.86 feet to a point;

Thence proceed S 17°14'35" E for a distance of 461.35 feet to a point;

Thence proceed S 49°26'03" E for a distance of 400.57 feet to a point;

Thence proceed S 78°05'02" E for a distance of 151.03 feet to a point;

Thence proceed S 11°54'58" W for a distance of 168.00 feet to a point, said point being the TRUE POINT OF BEGINNING;;

From said TRUE POINT OF BEGINNING, thence proceed S 78°05'02" E for a distance of 37.67 feet to a point;

Thence proceed S 50°17'35" E for a distance of 15.68 feet to a point;

Thence proceed S 22°46'08" W for a distance of 40.43 feet to a point;

Thence proceed N 67°13'52" W for a distance of 52.00 feet to a point;

Thence proceed N 22°46'08" E for a distance of 37.91 feet to a point, said point being the TRUE POINT OF BEGINNING;

Brannen and Nickerson, L.L.C.
P.O. Box 14621
Savannah, GA 31416

SUBORDINATION AGREEMENT

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For and in consideration of ten and no/100ths dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, BANK MIDWEST, N.A. ("Lender"), as the holder of that certain Purchase Money Deed to Secure Debt, Assignment of Rents and Security Agreement in favor of Resolution Trust Corporation as Receiver for Hill Financial Savings ASSOCIATION, dated July 21, 1994 and recorded in Record Book 168-K, folio 43, Chatham County, Georgia records, and assigned to Lender by Assignment dated January 25, 1995 and recorded in Record Book 171-B, folio 552, Chatham County, Georgia records (hereinafter the "Security Deed"), by its execution hereof (i) consents to the terms, the execution and delivery, and the recording of the First Amended and Restated Declaration of Covenants and Restrictions, 91.0746 Acres-Dutch Island, Dutch Island Subdivision, dated June 7, 1995, and recorded in Record Book 173-H, folio 649, Chatham County, Georgia records (the "Declaration") and (ii) agrees that the right, title and interest held by the Lender pursuant to the Security Deed is made subject to and subordinate to all right, title and interest of the parties to the Declaration, their legal representatives, successors and assigns. Except as specifically provided herein, the Security Deed and the priority of the right, title and interest of the Lender created pursuant thereto shall remain unaffected and unimpaired.

5.00
S188954001 06/28/95TOTAL

IN WITNESS WHEREOF, this Subordination Agreement has been executed by the duly authorized representatives of the Lender as of the 2nd day of June, 1995.

Signed, sealed and delivered
in the presence of:

Kimberly D. Mordeguay
Unofficial Witness

Sheri Ramirez
Notary Public

LENDER:

BANK MIDWEST, N.A.

By: John F. Bentley
Its: VICE President

Attest: Debra G. Spurr
Its: Secretary

My Commission Expires: _____
SHERI RAMIREZ
Notary Public - Notary Seal
STATE OF MISSOURI
[NOTARIAL SEAL]
Jackson County
My Commission Expires: May 10, 1997

[BANK SEAL]

FILED FOR RECORD
REC. BY 173-H
PG. 675

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DER. [Signature]
DORIS STEPHENS
CLERK, S.C.C. GA.

DECLARATION OF RESTRICTIVE COVENANTS

[Recorded in Deed Record Book: 134-K, Folio 527]
[Recorded May 14, 1987]

(WATER AND SEWERAGE SERVICES)

THIS DECLARATION OF RESTRICTIVE COVENANTS made and published this 13th day of May, 1987, by ATLANTIC INVESTORS DEVELOPMENT CORP., a Georgia Corporation, ATLANTIC INVESTORS LTD. - SERIES VII, a Georgia Limited Partnership, MURRAY S. MARSHALL AND RUBERT C. MARTIN, JR., collectively referred to hereafter as "DEVELOPERS" and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, hereinafter referred to as "CITY".

W I T N E S S E T H

Whereas, DEVELOPERS are the owners of the properties attached hereto on Exhibit "A" being located on Dutch Island, Chatham County, Georgia; and

Whereas, the DEVELOPERS have entered into an Agreement with the CITY whereby the CITY is to furnish water and sewerage services to the future owners of lots on the property described on Exhibit "A"; and

Whereas, DEVELOPERS and the CITY have reached an agreement whereby the CITY has established a surcharge fee, in addition to the tap-in fee established by the CITY for connecting onto the water and sewer systems; and

Whereas, the future owners of lots subdivided from the lands described on Exhibit "A" shall be obligated to pay the monthly water and sewer charges as established and amended by the CITY of Savannah.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by DEVELOPERS and CITY and each and every subsequent owner of any of the lots that may be subdivided from the property described on Exhibit "A" Schedules I - X, DEVELOPERS do hereby setup, establish and promulgate the following protective covenants that shall apply to all the property described on Schedules I - X attached hereto and by reference incorporated and made a part hereof, and to all persons who hereafter own lots that may be subdivided from said property; these protective covenants shall be effective upon their recording in the Office of the Clerk of the Superior Court of Chatham County, Georgia and shall be a covenant running with the land and shall be binding upon all persons claiming under, through ATLANTIC INVESTORS DEVELOPMENT CORP. and/or ATLANTIC INVESTORS LTD. - SERIES VII until the first day of December, 2006, at which time said covenants shall be automatically renewed for an additional 20 year period unless a majority of the owners of lots express in writing their desire to terminate these covenants and file the same in the Office of the Clerk of the Superior Court of Chatham County and with the Clerk of the Council for CITY.

1. No deep well or surface well for water supply or any other purposes shall be drilled or dug on the property except by THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH.

2. No sewerage-disposal system shall be permitted on any lot within the property described on Schedules I - X unless such system has been constructed by THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH.

3. All future owners of any lots which may be subdivided from the property described on Schedules I - X shall connect into the water and sewer systems that are operated by the CITY; and said owners shall pay prior to connecting to said system the tap-in, surcharge and other fees imposed by the CITY OF SAVANNAH for said services. The future owners of lots subdivided from the property described on Exhibit "A" agree to pay the monthly utility charges as may be imposed and established by THE CITY OF SAVANNAH for water and sewer service.

AMENDMENT TO THOSE GENERAL DECLARATION OF COVENANTS AND
RESTRICTIONS RECORDED IN THE OFFICE OF THE CLERK OF THE
SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA, IN DEED
BOOK 117-G, FOLIO 402; DEED BOOK 118-W, FOLIO 532;
DEED BOOK 122-H, FOLIO 856; DEED BOOK 122-P, FOLIO 376;
DEED BOOK 124-D, FOLIO 618; AND DEED BOOK 125-L, FOLIO 352.

[Recorded in Deed Record Book: 129-A, Folio 194]
[Recorded December 30, 1985]

This AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS made this 27th day of December, 1985, by SOUTHERN UNION COMPANY, hereinafter referred to as the "COMPANY".

Whereas, the COMPANY has heretofore executed those General Declaration of Covenants and Restrictions recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 117-G, Folio 402; Deed Book 118-W, Folio 532; Deed Book 122-H, Folio 856; Deed Book 122-P, Folio 376; Deed Book 124-D, Folio 618; and Deed Book 125-L, Folio 352, hereinafter collectively referred to as Restrictive Covenants; and

Whereas, the COMPANY desires to amend these Restrictive Covenants.

Now, therefore, for and in consideration of the premises contained herein the COMPANY does hereby amend the Restrictive Covenants as follows:

1. By adding the names "ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns" after the name SOUTHERN UNION COMPANY each and every place the name SOUTHERN UNION COMPANY appears in said Restrictive Covenants so that ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII shall be deemed to be included in the term "COMPANY" as it is used in said Restrictive Covenants.

2. The term "COMPANY" as used in the Restrictive Covenants shall mean any of the following corporations and their successors and assigns as developers of the DUTCH ISLAND DEVELOPMENT: SOUTHERN UNION COMPANY or ATLANTIC INVESTORS DEVELOPMENT CORP. or ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns. Any of the powers, privileges, approval rights or reservations (including voting rights) of the COMPANY contained in the Restrictive Covenants may be exercised by any one of the corporations included in the term COMPANY.

3. SOUTHERN UNION COMPANY hereby appoints ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns as its successors and designated assigns as the terms are used in the Restrictive Covenants and assigns to them the rights, (including voting rights), privileges, powers, approvals and reservations of the COMPANY as set forth in the Restrictive Covenants. SOUTHERN UNION COMPANY hereby irrevocably appoints and constitutes ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns and each of them its true and lawful attorney in fact in its name,

place and stead to exercise any right, privilege, power, approval and reservation, of any kind and nature granted or reserved to it under the Restrictive Covenants including, but not limited to, the right to amend the Restrictive Covenants. ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns may exercise this power itself or grant Power of Attorney to another to so act. The Power of Attorney granted herein is a Special Power of Attorney coupled with an interest, is irrevocable and shall survive the dissolution of the corporation. Corporations and Limited Partnerships may exercise the power and act through any of its corporate officers and General Partners, respectively. Upon request by ATLANTIC INVESTORS DEVELOPMENT CORP. or ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns, the COMPANY agrees to execute any separate Power of Attorney that may be necessary or proper to permit the above listed power to be exercised.

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC., DATED MAY 11, 1971, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 99-D, FOLIO 857, AMENDED AUGUST 19, 1975 BY AMENDMENT RECORDED IN DEED BOOK 105-R, FOLIO 583, AFORESAID RECORDS. ALSO THOSE GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS DATED JULY 1972 AND RECORDED IN DEED BOOK 100-W, FOLIO 359, AFORESAID RECORDS AND ALSO, THOSE DECLARATION OF COVENANTS AND RESTRICTIONS DATED MARCH 31, 1978 AND RECORDED IN DEED BOOK 110-L, FOLIO 199, AFORESAID RECORDS.

[Recorded in Deed Record Book: 129-A, Folio 198]
[Recorded December 30, 1985]

This AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS made this 27th day of December, 1985, by DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY AND LIBERTY ISLAND CORPORATION, hereinafter collectively referred to as the "COMPANIES".

Whereas, the COMPANIES have heretofore executed Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, etc. dated May 11, 1971 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed book 99-D, Folio 857, Amended August 19, 1975 by Amendment recorded in Deed book 105-R, Folio 583, aforesaid records. Also those General Declaration of Covenants and Restrictions dated July 1972 and recorded in Deed Book 100-W, Folio 359, Restrictions dated March 5, 1979 and recorded in Deed Book 112-J, Folio 463, and those dated March 7, 1979 and recorded in Deed Book 112-J, Folio 468, all in aforesaid records, (all collectively referred to as Restrictive Covenants); and,

Whereas, the COMPANIES desire to amend these Restrictive Covenants.

Now, therefore, for and in consideration of the premises contained herein the COMPANIES do hereby amend the Restrictive Covenants as follows:

1. By adding the names "ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns" after the name LIBERTY ISLAND CORPORATION each and every place the name LIBERTY ISLAND CORPORATION appears in said Restrictive Covenants so that ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII shall be deemed to be included in the term "COMPANIES" as it is used in said Restrictive Covenants.

2. The term "COMPANIES" as used in the Restrictive Covenants shall mean any of the following corporations and their successors and assigns as developers of the DUTCH ISLAND DEVELOPMENT: SOUTHERN UNION COMPANY or LIBERTY ISLAND CORPORATION or DUTCH ISLAND CORPORATION or ATLANTIC INVESTORS DEVELOPMENT CORP. or ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns. Any of the powers, privileges, approvals, rights or reservations (including voting rights) of the

COMPANIES contained in the Restrictive Covenants may be exercised by any one of the corporations included in the term COMPANIES.

3. DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION hereby appoint ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns as their successor and designated assigns as the terms are used in the Restrictive Covenants and assigns to them the rights, (including voting rights), privileges, powers, approvals and reservations of the COMPANIES as set forth in the Restrictive Covenants. DUTCH ISLAND CORPORATION, SOUTHERN UNION COMPANY and LIBERTY ISLAND CORPORATION hereby irrevocably appoint and constitute ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns and each of them their true and lawful attorney in fact in their name, place and stead to exercise any right, privilege, power, approval and reservation, of any kind and nature granted or reserved to any of the COMPANIES under the Restrictive Covenants including, but not limited to, the right to amend the Restrictive Covenants. ATLANTIC INVESTORS DEVELOPMENT CORP. and ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns may exercise this power itself or grant Power of Attorney to another to so act. The Power of Attorney granted herein is a Special Power of Attorney coupled with an interest, is irrevocable and shall survive the dissolution of the corporation. Corporations and Limited Partnerships may exercise the power and act through any of its corporate officers and General Partners, respectively. Upon request by ATLANTIC INVESTORS DEVELOPMENT CORP. or ATLANTIC INVESTORS, LTD. - SERIES VII, their successors and assigns, the COMPANIES agree to execute any separate Power of Attorney that may be necessary or proper to permit the above listed power to be exercised.

AMENDMENT TO DECLARATION OF RESTRICTIONS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC. RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN: (1) DEED BOOK 99-D, FOLIO 857 AMENDED BY AMENDMENTS RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 105-R, FOLIO 583 AND DEED BOOK 129-A, FOLIO 198; (2) DEED BOOK 100-W FOLIO 359 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 198; (3) DEED BOOK 110-L, FOLIO 199 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 198; (4) DEED BOOK 117-G, FOLIO 402 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 194; (5) DEED BOOK 118-W, FOLIO 532 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 194; (6) DEED BOOK 122-H, FOLIO 856 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 194; (7) DEED BOOK 122-P, FOLIO 376 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 194; (8) DEED BOOK 124-D, FOLIO 618 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 194; (9) DEED BOOK 125-L, FOLIO 352 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 194; (10) DEED BOOK 114-X FOLIO 5 AMENDED BY AMENDMENT RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA IN DEED BOOK 129-A, FOLIO 202; (11) DEED BOOK 133-W, FOLIO 4.

[Recorded in Deed Record Book 134-K, Folio 524]
[Recorded May 14, 1987]

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS MADE THIS 13TH DAY OF MAY, 1987 BY ATLANTIC INVESTORS DEVELOPMENT CORP. AND ATLANTIC INVESTORS, LTD. - SERIES VII, A GEORGIA LIMITED PARTNERSHIP.

1. Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, etc. recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in:

(1) Deed Book 99-D, Folio 857 amended by Amendments recorded in the Office of the Clerk of the Superior court of Chatham County, Georgia in Deed book 105-R, Folio 583 and Deed Book 129-A, Folio 198;

(2) Deed Book 100-W, Folio 359 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 198;

(3) Deed Book 110-L, Folio 199 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 198;

(4) Deed Book 117-G, Folio 402 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 194;

(5) Deed Book 118-W, Folio 532 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 194;

(6) Deed Book 122-H, Folio 856 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 194;

(7) Deed Book 122-P, Folio 376 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 194;

(8) Deed Book 124-D, Folio 618 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 194;

(9) Deed Book 125-L, Folio 352 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 129-A, Folio 194;

(10) Deed Book 114-X, Folio 5 amended by Amendment recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed book 129-A, Folio 202;

(11) Deed Book 133-W, Folio 4;

are hereby amended by adding the name of DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership its successor and assigns each and every place LIBERTY ISLAND CORPORATION, SOUTHERN UNION COMPANY, ATLANTIC INSURANCE & INVESTMENT COMPANY, DUTCH ISLAND CORPORATION or SALT MARSH COMPANY names appear so that DUTCH ISLAND ASSOCIATES, LTD., a Georgia Limited Partnership shall be deemed to be included in the term "COMPANIES" as it is used in said Restrictive Covenants.

EXHIBIT "A"
SCHEDULE I

TRACT I:

ALL that certain tract or parcel of land situate, lying and being on Dutch Island, Chatham County, Georgia and being known and designated upon a Plat of 9.727 Acres, prepared by EMC Engineering Services, Inc. dated 3/18/86 with latest revision dated 11-22-86 and, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 9-P, Page 3, as Parcel A. Said Parcel A contains 2.019 acres and reference is hereby made to the aforementioned map or plat which is specifically incorporated herein and made a part hereof for a more particular description.

ALSO, ALL that certain tract or parcel of land situate, lying and being on Dutch Island, Chatham County, Georgia and being known and designated upon a Plat of 9.727 Acres, prepared by EMC Engineering Services, Inc. dated 3-18-86 with latest revision dated 11-22-86 and, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 9-P, Page 3, as Parcel B. Said Parcel B contains 7.708 acres and reference is hereby made to the aforementioned map or plat which is specifically incorporated herein and made a part hereof for a more particular description.

AND ALSO, a non-exclusive 60 foot easement entitled on the aforementioned plat "60' Drainage and Access Easement". Said Easement is bounded on the North by Lot 512 Phase 5-A, Dutch Island Subdivision; on the East by Parcel A as described hereinabove; on the South by Lot 513 Phase 5-A, Dutch Island Subdivision; and on the West by Dutch Island Drive. Reference is hereby made to the aforementioned map or plat which is specifically incorporated herein and made a part hereof for a more particular description.

AND ALSO, a non-exclusive easement entitled on the aforementioned plat "Access Esm't For Future Road". Said Easement is bounded on the North by Parcel B as described hereinabove; on the East by Marshes of the Skidaway River; on the South by Parcel A as described hereinabove; on the West by Marshes of the Skidaway River. Reference is hereby made to the aforementioned map or plat which is specifically incorporated herein and made a part hereof for a more particular description.

EXHIBIT "A"
SCHEDULE II

TRACT II:

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being a 16.0169 acre tract located on Dutch Island as shown upon a map prepared by EMC Engineering Services, Inc. dated 11-25-86 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Book 9-P, Page 4. Said tract is more particularly described as follows: Beginning at the point where the northeastern right of way line of Mulberry Bluff Dr. intersects the southeastern boundary of lot 415 Dutch Island Subdivision, Phase 4-B and proceeding thence North 52°42'56" East a distance of 444.97 feet to a point; proceeding thence North 44°17'57" East a distance of 245 feet to a point; proceeding thence North 29°47'57" East a distance of 22.87 feet to a point; proceeding thence South 54°17'04" East a distance of 235.79 feet to a point; proceeding thence South 14°28'44" East a distance of 78.10 feet to a point; proceeding thence South 42°05'42" East a distance of 327.89 feet to a point; proceeding thence South 03°30'10" West a distance of 57.00 feet to a point; proceeding thence South 62°07'56" West a distance of 71.31 feet to a point; proceeding thence South 45°56'00" West a distance of 42.25 feet to a point; proceeding thence South 32°59'39" West 97.54 feet to a point; proceeding thence South 40°41'11" West a distance of 76.20 feet to a point; proceeding thence South 57°12'36" West a distance of 74.55 feet to a point; proceeding thence South 65°30'30" West a distance of 61.86 feet to a point; proceeding thence South 20°18'38" West a distance of 41.78 feet to a point; proceeding thence South 54°56'59" West a distance of 74.50 feet to a point; proceeding thence South 40°12'22" West a distance of 135.49 feet to a point; proceeding thence South 59°01'48" West a distance of 214.21 feet to a point; Proceeding thence South 65°48'59" West a distance of 44.12 feet to a point; proceeding thence South 55°41'17" West a distance of 74.33 feet to a point; proceeding thence South 69°07'15" West a distance of 15.90 feet to a point; proceeding thence South 87°38'56" West a distance of 53.78 feet to a point; proceeding thence North 59°35'32" West a distance of 101.83 feet to a point; proceeding thence North 43°32'42" West a distance of 57.31 feet to a point; proceeding thence North 42°09'05" West a distance of 197.52 feet to a point; proceeding thence North 25°19'32" West a distance of 34.98 feet to a point; proceeding thence North 85°52'43" West a distance of 14.38 feet to a point; proceeding thence North 07°06'05" East a distance of 17.61 feet to a point; proceeding thence North 45°04'46" West a distance of 35.16 feet to a point; proceeding thence North 29°44'21" West a distance of 45.27 feet to a point; proceeding thence North 32°18'43" West a distance of 32.57 feet to a point; proceeding thence North 12°59'54" East a distance of 28.82 feet to a point; proceeding thence South 79°16'02" East a distance of 32.80 feet to a point; proceeding thence North 38°23'09" East a distance of 29.72 feet to a point; proceeding thence North 67°30'33" East a distance of 171.94 feet to a point; proceeding thence North 34°43'24" East a distance of 60.10 feet to a point; proceeding thence North 37°17'04" West a distance of 106.09 feet to a point; proceeding thence North 52°42'56" East a distance of 60.00 feet to a point; proceeding thence North 37°17'04" West a distance of 22.71 feet to a point, which is the point of beginning. Express reference is made to the aforementioned plat which is hereby incorporated by reference.

EXHIBIT "A"
SCHEDULE III

TRACT III:

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being a 16.9129 acre portion of Dutch Island and being more particularly described as follows: Commencing at the point where the northeastern right-of-way line of Mulberry Bluff Drive intersects the southeastern boundary line of Lot 415, Dutch Island Subdivision, Phase 4-B and proceeding thence North 52°42'56" East a distance of 444.97 feet to a point; proceeding thence North 44°17'57" East a distance of 245 feet to a point; proceeding thence North 29°47'57" East a distance of 22.87 feet to a point which marks the point of beginning; proceeding thence North 29°47'57" East a distance of 547.13 feet to a point; proceeding thence South 63°12'03" East a distance of 100 feet to a point; proceeding thence North 29°47'57" East a distance of 170 feet to a point; proceeding thence North 18°02'57" East a distance of 340.00 feet to a point; proceeding thence South 71°57'03" East a distance of 170 feet to a point; proceeding thence South 18°02'57" West a distance of 55 feet to a point proceeding thence South 71°57'03" East a distance of 241.84 feet to a point; proceeding thence South 08°05'00" West a distance of 61.29 feet to a point; proceeding thence South 12°57'51" West a distance of 151.32 feet to a point; proceeding thence South 05°53'19" East a distance of 109.78 feet to a point; proceeding thence South 64°03'22" East a distance of 12.25 feet to a point; proceeding thence South 17°17'00" East a distance of 86.93 feet to a point; proceeding thence South 30°00'14" East a distance of 107.96 feet to a point; proceeding thence South 02°49'18" East a distance of 56.42 feet to a point; proceeding thence North 35°16'42" East a distance of 39.34 feet to a point; proceeding thence South 58°31'33" East a distance of 51.60 feet to a point; proceeding thence South 09°50'55" East a distance of 102.85 feet to a point; proceeding thence South 35°33'01" West a distance of 68.25 feet to a point; proceeding thence South 33°40'56" West a distance of 42.26 feet to a point; proceeding thence North 88°06'11" West a distance of 44.30 feet to a point; proceeding thence North 50°42'03" West a distance of 69.60 feet to a point; proceeding thence North 54°45'21" West a distance of 59.28 feet to a point; proceeding thence South 74°08'09" West a distance of 83.25 feet to a point; proceeding thence North 88°13'57" West a distance of 51.27 feet to a point; proceeding thence South 35°33'37" West a distance of 92.99 feet to a point; proceeding thence South 08°15'55" West a distance of 71.66 feet to a point; proceeding thence South 18°38'51" East a distance of 49.20 feet to a point; proceeding thence South 35°20'50" East a distance of 65.01 feet to a point; proceeding thence South 16°42'03" West a distance of 59.87 feet to a point; proceeding thence South 52°10'42" West a distance of 141.24 feet to a point; proceeding thence South 19°38'11" West a distance of 41.44 feet to a point; proceeding thence South 33°06'46" West a distance of 98.56 feet to a point; proceeding thence South 55°29'07" West a distance of 56.94 feet to a point; proceeding thence South 82°48'30" West a distance of 49.74 feet to a point; proceeding thence North 03°30'10" East a distance of 57 feet to a point; proceeding thence North 42°05'42" West a distance of 327.89 feet to a point; proceeding thence North 14°28'44" West a distance of 78.10 feet to a point; proceeding thence North 54°17'04" West a distance of 235.79 feet to a point which marks the point of beginning. All of which will more fully appear by reference to that certain plat or survey prepared by E.M.C. Engineering Services, Inc. for Atlantic Investors Series, Ltd. VII dated November 25, 1986, and recorded in the Office of the Clerk of the Superior Court of Chatham County in Plat Record Book 9-P, Page 4 to which reference is hereby made for a more specific description of property being described herein.

EXHIBIT "A"
SCHEDULE IV

TRACT IV:

ALL that certain lot tract or parcel of land situate, lying and being in Chatham County, Georgia and being a 91.0746 acre portion of Dutch Island and being more particularly described as follows: Commencing at the point where the northeastern right-of-way line of Mulberry Bluff Drive intersects the southeastern boundary line of Lot 415, Dutch Island Subdivision, Phase 4-B and proceeding thence North 52°42'56" East a distance of 199.97 feet to a point which marks the point of beginning; proceeding thence North 37°09'38" West a distance of 112.09 feet to a point; proceeding thence North 15°49'31" West a distance of 384.56 feet to a point; proceeding thence North 29°49'32" West a distance of 518.37 feet to a point; proceeding thence North 48°55'57" West a distance of 116.91 to a point; Proceeding thence North 59°51'32" West a distance of 118.05 feet to a point; proceeding thence North 30°19'26" East a distance of 280.00 feet to a point; proceeding thence North 17°32'29" East a distance of 142.79 feet to a point; proceeding thence North 55°42'30" West a distance of 188.10 feet to a point; proceeding thence North 55°45'17" West a distance of 62.89 feet to a point; proceeding thence North 55°42'30" West a distance of 267.72 feet to a point; proceeding thence North 69°52'54" West a distance of 270.24 feet to a point; proceeding thence North 15°51'46" East a distance of 654.38 feet to a point; proceeding thence North 69°24'36" East a distance of 245.08 feet to a point; proceeding thence South 32°33'26" East a distance of 225.01 feet to a point; proceeding thence along a curve a radius distance of 174.63 feet an arc distance of 70.09 feet, a chord bearing of North 54°56'13" East, a chord distance of 69.62 feet to a point; proceeding thence North 43°26'17" East a distance of 53.98 feet to a point; proceeding thence South 46°33'43" East a distance of 60 feet to a point; proceeding thence along a curve a radius distance of 20 feet an arc distance of 28.63 feet, a chord bearing of North 88°26'17" East, a chord distance of 28.28 feet to a point; proceeding thence North 43°26'17" East a distance of 60 feet to a point; proceeding thence South 46°33'43" East a distance of 150.00 feet to a point; proceeding thence North 43°26'17" East a distance of 562.83 feet to a point; proceeding thence North 75°29'02" East a distance of 103.47 feet to a point; proceeding thence South 14°29'35" East a distance of 119.86 feet to a point; proceeding thence North 75°24'58" East a distance of 60 feet to a point; proceeding thence North 75°24'58" East a distance of 200 feet to a point; proceeding thence North 7°15'02" West a distance of 141.15 feet to a point; proceeding thence North 75°24'58" East a distance of 223.70 feet to a point; proceeding thence South 33°26'22" East a distance of 51.63 feet to a point; proceeding thence South 38°23'14" East a distance of 59.41 feet to a point; proceeding thence South 08°11'57" West 39.90 feet to a point; proceeding thence South 29°52'13" East a distance of 65.65 feet to a point; proceeding thence South 36°04'57" East a distance of 60.79 feet to a point; proceeding thence South 21°22'15" East a distance of 56.60 feet to a point; proceeding thence South 07°42'27" East a distance of 47.80 feet to a point; proceeding thence South 32°15'37" East a distance of 70.79 feet to a point; proceeding thence South 66°51'56" East a distance of 83.77 feet to a point; proceeding thence South 48°15'31" East a distance of 143.51 feet to a point; proceeding thence South 58°42'37" East a distance of 62.86 feet to a point; proceeding thence South 24°52'40" West a distance of 100.45 feet to a point; proceeding thence South 24°50'01" East a distance of 72.64 feet to a point; proceeding thence South 62°54'22" East a distance of 82.23 feet to a point; proceeding thence South 70°05'01" East a distance of 104.64 feet to a point; proceeding thence South 54°07'24" East a distance of 153.29 feet to a point; proceeding thence South 42°46'54" East a distance of 190.82 feet to a point; proceeding thence South 19°49'59" East a distance of 41.58 feet to a point; proceeding thence South 13°54'53" West a distance of 34.61 feet to a point;

proceeding thence South 29°43'15" West a distance of 62.98 feet to a point; proceeding thence South 39°03'49" West a distance of 98.26 feet to a point; proceeding thence South 05°04'43" West a distance of 26.02 feet to a point; proceeding thence South 54°08'16" West a distance of 56.87 feet to a point; proceeding thence South 27°05'36" West a distance of 60.54 feet to a point; proceeding thence South 07°09'09" East a distance of 64.44 feet to a point; proceeding thence South 70°24'38" East a distance of 90.63 feet to a point; proceeding thence South 13°33'30" West a distance of 57.21 feet to a point; proceeding thence South 39°33'58" West a distance of 87.59 feet to a point; proceeding thence South 13°07'48" West a distance of 79.94 feet to a point; proceeding thence South 23°43'53" West a distance of 183.85 feet to a point; proceeding thence South 08°05'00" West a distance of 33.03 feet to a point; proceeding thence North 71°57'03" West a distance of 241.84 feet to a point; proceeding thence North 18°02'57" East a distance of 55.00 feet to a point; proceeding thence North 71°57'03" West a distance of 170 feet to a point; proceeding thence South 18°02'57" West a distance of 340 feet to a point; proceeding thence South 29°47'57" West a distance of 170 feet to a point; proceeding thence North 63°12'03" West a distance of 100 feet to a point; proceeding thence South 29°47'57" West a distance of 570 feet to a point; proceeding thence South 44°17'57" West a distance of 245.00 feet to a point; proceeding thence South 52°42'56" West a distance of 245.00 feet to the point which marks the point of beginning all of which will more fully appear by reference to that certain plat of survey prepared by E.M.C. Engineering Services, Inc., for Atlantic Investors, Ltd., Series VII, dated November 25, 1986 and recorded in the Office of the Clerk of the Superior Court of Chatham County in Plat Record Book 9-P, Page 3 to which reference is hereby made for more specific description of the property being described herein.

EXHIBIT "A"
SCHEDULE V

TRACT V

ALL that certain lot, tract or parcel of land situate, lying and being on Dutch Island, Chatham County, Georgia and being a 6.445 acre tract of land as shown on that certain plat or survey prepared by EMC Engineering Services, Inc. for Atlantic Investors Series VII and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Record Book 7-P, Page 110, and being more particularly described as follows: Beginning at the point where the eastern right-of-way line of Dutch Island Drive intersects the northern boundary line of Lot 6, Phase I-A-1, Dutch Island and proceeding thence North $24^{\circ}15'11''$ West a distance of 461.38 feet to a point; proceeding thence North $65^{\circ}54'18''$ East a distance of 253.00 feet to a point; proceeding thence North $43^{\circ}20'43''$ West a distance of 85.04 feet to a point; proceeding thence South $61^{\circ}37'00''$ a distance of 53.02 feet to a point; proceeding thence South $80^{\circ}34'14''$ East a distance of 57.89 feet to a point; proceeding thence North $77^{\circ}16'06''$ East a distance of 101.22 feet to a point; proceeding thence North $10^{\circ}38'50''$ East a distance of 73.25 feet to a point; proceeding thence North $62^{\circ}41'35''$ East a distance of 73.57 feet to a point; proceeding thence North $66^{\circ}39'21''$ East a distance of 20.12 feet to a point; proceeding thence South $24^{\circ}10'16''$ East a distance of 310.31 feet to a point; proceeding thence along a curve a radius distance of 150.00 feet, an arch distance of 219.70 feet, a chord bearing of South $72^{\circ}12'44''$ East, a chord distance of 200.58 feet to a point; proceeding thence South $30^{\circ}15'10''$ East a distance of 66 feet to a point; proceeding thence South $65^{\circ}44'50''$ West a distance of 695.63 feet to a point which marks the point of beginning. All of which will more fully appear by reference to the aforementioned plat which is hereby incorporated by reference and made a part hereof.

EXHIBIT "A"
SCHEDULE VI

TRACT VI

ALL that certain lot, tract or parcel of land situate, lying and being a 12.98 acre portion of Dutch Island, 6th G.M. District, Chatham County, Georgia and being known and designated as Parcel 1 upon a plat of survey dated December 26, 1985 prepared by EMC Engineering Services, Inc. and recorded in the Office of the Clerk of Superior Court of Chatham County in Plat Record Book 7-P, Page 110 and being more particularly described as follows: commencing where the northern right-of-way line of Meriweather Drive extended intersects the western right-of-way line of Dutch Island Drive extended and proceeding thence South 66°15'04" West a distance of 20.18 feet to a concrete monument which marks the point of beginning; proceeding thence South 66°15'04" West a distance of 29.87 feet to a point marked by a concrete monument; proceeding thence along a curve having an arc distance of 173.37 feet, a radius distance of 160.220 feet, a chord bearing of South 35°15'04" West, a chord distance of 165.039 feet to a point marked by a concrete monument; proceeding thence South 04°15'04" West a distance of 130.63 feet to a point marked by a concrete monument; proceeding thence North 84°00'11" West a distance of 145.67 feet to a point marked by a concrete monument; proceeding thence South 13°05'11" West a distance of 258.24 feet to a point marked by a concrete monument; proceeding thence South 42°23'21" West a distance of 106.90 feet to a point marked by an iron rod; proceeding thence North 47°38'20" West a distance of 19.72 feet to a point marked by an iron rod; proceeding thence South 42°13'19" West a distance of 229.50 feet to a point marked by an iron rod; proceeding thence South 65°13'40" West a distance of 103.10 feet to a point marked by an iron rod; proceeding thence South 85°49'16" West a distance of 39.91 feet to a point marked by an iron rod; proceeding thence South 20°33'31" East a distance of 9.70 feet to a point marked by an iron rod; proceeding thence South 83°32'29" West a distance of 65.66 feet to a point marked by an iron rod; proceeding thence South 42°49'07" West a distance of 85.11 feet to a point marked by an iron rod; proceeding thence South 65°19'38" West a distance of 21.98 feet to a point marked by an iron rod; proceeding thence North 77°03'22" West a distance of 31.55 feet to a point marked by a concrete monument; proceeding thence North 47°22'52" East a distance of 24.51 feet to a point marked by an iron rod; proceeding thence North 08°15'34" West a distance of 97.90 feet to a point marked by an iron rod; proceeding thence South 88°21'34" West a distance of 2.38 feet to a point marked by a concrete monument; proceeding thence North 18°36'34" East a distance of 27.76 feet to a point marked by an iron pipe; proceeding thence North 06°53'47" East a distance of 54.73 feet to a point marked by a concrete monument; proceeding thence North 06°14'34" West a distance of 107.54 feet to a point marked by an iron rod; proceeding thence North 28°00'13" West a distance of 77.27 feet to a point marked by an iron rod; proceeding thence North 78°37'49" West a distance of 110.59 feet to a point marked by an iron pipe; proceeding thence North 85°38'33" East a distance of 78.82 feet to a point marked by an iron rod; proceeding thence North 43°54'18" East a distance of 21.80 feet to a point marked by an iron rod; proceeding thence North 01°53'27" West a distance of 66.31 feet to a point marked by an iron rod; proceeding thence North 28°35'50" West a distance of 97.25 feet to a point marked by an iron rod; proceeding thence North 58°13'39" West a distance of 75.39 feet to a point marked by an iron rod; proceeding thence South 51°41'11" West a distance of 22.45 feet to a point marked by an iron rod; proceeding thence South 13°50'53" East a distance of 40.396 feet to a point marked by an iron rod; proceeding thence South 44°46'02" West a distance of 15.47 feet to a point marked by an iron rod; proceeding thence North 72°06'04" West a distance

of 64.81 feet to a point marked by an iron rod; proceeding thence North 76°43'41" West a distance of 38.09 feet to a point marked by an iron rod; proceeding thence North 58°50'38" West a distance of 43.88 feet to a point marked by an iron rod; proceeding thence North 30°30'15" East a distance of 38.73 feet to a point marked by an iron rod; proceeding thence North 54°12'54" East a distance of 41.18 feet to a point marked by an iron rod; proceeding thence North 82°06'40" East a distance of 58.67 feet to a point marked by an iron rod; proceeding thence South 81°34'09" East a distance of 36.44 feet to a point marked by an iron rod; proceeding thence North 51°53'39" East a distance of 27.52 feet to a point marked by an iron rod; proceeding thence South 48°17'10" East a distance of 29.68 feet to a point marked by an iron rod; proceeding thence North 53°34'42" East a distance of 64.77 feet to a point marked by an iron rod; proceeding thence North 79°14'48" East a distance of 103.84 feet to a point marked by an iron rod; proceeding thence North 55°22'17" East a distance of 48.79 feet to a point marked by an iron rod; proceeding thence South 15°41'48" East a distance of 49.27 feet to a point marked by an iron rod; proceeding thence South 60°43'38" East a distance of 66.20 feet to a point marked by an iron rod; proceeding thence North 77°23'00" East a distance of 48.99 feet to a point marked by an iron rod; proceeding thence North 35°35'11" East a distance of 39.66 feet to a point marked by an iron rod; proceeding thence North 72°25'15" East a distance of 68.70 feet to a point marked by an iron rod; proceeding thence North 54°17'16" East a distance of 46.50 feet to a point marked by an iron rod; proceeding thence South 76°20'43" East a distance of 203.02 feet to a point marked by an iron rod; proceeding thence South 86°31'22" East a distance of 141.29 feet to a point marked by an iron rod; proceeding thence North 27°51'00" East a distance of 41.11 feet to a point marked by an iron rod; proceeding thence North 29°46'02" West a distance of 36.52 feet to a point marked by an iron rod; proceeding thence North 73°18'29" West a distance of 141.97 feet to a point marked by an iron rod; proceeding thence North 00°28'39" West a distance of 45.70 feet to a point marked by an iron rod; proceeding thence North 76°06'08" West a distance of 52.75 feet to a point marked by an iron rod; proceeding thence North 20°05'17" West a distance of 28.98 feet to a point marked by an iron rod; proceeding thence South 70°04'17" West a distance of 72.77 feet to a point marked by an iron rod; proceeding thence North 40°05'53" East a distance of 60.32 feet to a point marked by an iron rod; proceeding thence North 42°13'48" West a distance of 38.07 feet to a point marked by an iron rod; proceeding thence North 21°27'07" West a distance of 34.77 feet to a point marked by an iron rod; proceeding thence North 67°56'28" East a distance of 24.38 feet to a point marked by an iron rod; proceeding thence North 06°53'07" West a distance of 19.85 feet to a point marked by an iron rod; proceeding thence North 68°14'30" East a distance of 90.87 feet to a point marked by an iron rod; proceeding thence South 82°34'49" East a distance of 39.74 feet to a point marked by an iron rod; proceeding thence North 13°21'26" East a distance of 48.72 feet to a point marked by an iron rod; proceeding thence North 16°43'13" West a distance of 114.78 feet to a point marked by an iron rod; proceeding thence North 00°18'37" East a distance of 101.07 feet to a point marked by an iron rod; proceeding thence North 00°58'40" East a distance of 67.50 feet to a point marked by an iron rod; proceeding thence North 46°13'51" East a distance of 89.65 feet to a point marked by an iron rod; proceeding thence North 25°53'51" West a distance of 34.49 feet to a point marked by an iron rod; proceeding thence North 24°45'14" East a distance of 100.51 feet to a point marked by a concrete monument on the southwestern right-of-way line of Dutch Island Drive; proceeding thence South 24°15'11" East a distance of 691.04 feet to a point marked by a concrete monument; proceeding thence along a curve having a radius of 20 feet, a chord bearing of South 20°59'57" West, a chord distance of 28.409 feet to a point marked by a concrete monument which marks the point of beginning; for a more particular description of the property being described herein, reference is hereby made to the aforementioned plat which is hereby incorporated by reference and made a part hereof.

EXHIBIT "A"
SCHEDULE VII

TRACT VII

ALL that certain lot, tract or parcel of land situate, lying and being known and designated as Horse Island, Chatham County, Georgia, and being shown on that certain plat or survey prepared by EMC Engineering Services, Inc. dated December 21, 1985 and being more particularly described as follows: Commencing at a point where the northern right-of-way line Waite Drive intersects the eastern right-of-way line of Herb River Drive and proceeding thence in a northern direction along the eastern right-of-way line of Herb River Drive a distance of 0.621 miles, more or less, to a point which is marked by an iron rod which marks the point of beginning; proceeding thence North 06°05'18" West a distance of 33.04 feet to a point; proceeding thence North 81°34'29" East a distance of 150.02 feet to a point; proceeding thence North 80°23'09" East a distance of 62.68 feet to a point; proceeding thence North 68°39'43" East a distance of 99.33 feet to a point; proceeding thence North 74°25'53" East a distance of 62.01 feet to a point; proceeding thence North 68°57'27" East a distance of 65.96 feet to a point; proceeding thence North 81°59'42" East a distance of 113.58 feet to a point; proceeding thence South 09°43'53" West a distance of 50.73 feet to a point; proceeding thence South 50°21'33" West a distance of 31.85 feet to a point; proceeding thence South 57°56'40" West a distance of 38.21 feet to a point; proceeding thence North 86°39'44" West a distance of 67.72 feet to a point; proceeding thence South 50°54'05" West a distance of 22.82 feet to a point; proceeding thence South 80°14'25" West a distance of 15.96 feet to a point; proceeding thence North 77°33'49" West a distance of 14.88 feet to a point; proceeding thence South 76°27'15" West a distance of 39.47 feet to a point; proceeding thence South 77°57'35" West a distance of 79.78 feet to a point; proceeding thence South 80°17'37" West a distance of 77.21 feet to a point; proceeding thence South 72°03'46" West a distance of 57.82 feet to a point; proceeding thence South 89°49'11" West a distance of 104.41 feet to a point which marks the point of beginning; aforesaid tract of land contains 0.6493 acres of land and will more fully appear by reference to the aforementioned plat which is hereby incorporated by reference and made a part hereof.

EXHIBIT "A"
SCHEDULE VIII

TRACT VIII

ALL that certain lot, tract or parcel of land situate, lying and being known and designated as Horse Island, Chatham County, Georgia, and being shown on that certain plat or survey prepared by EMC Engineering Services, Inc. dated December 21, 1985 and being more particularly described as follows: Commencing at a point where northern right-of-way line Waite Drive intersects the eastern right-of-way line of Herb River Drive and proceeding thence in a northern direction along the eastern right-of-way line of Herb River Drive a distance of 0.621 miles, more or less, to a point which is marked by an iron rod; proceeding thence North $06^{\circ}05'18''$ West a distance of 33.04 feet to a point; proceeding thence North $81^{\circ}34'29''$ East a distance of 150.02 feet to a point; proceeding thence North $80^{\circ}23'09''$ East a distance of 62.68 feet to a point; proceeding thence North $68^{\circ}39'43''$ East a distance of 99.33 feet to a point; proceeding thence North $74^{\circ}25'53''$ East a distance of 62.01 feet to a point; proceeding thence North $68^{\circ}57'27''$ East a distance of 65.96 feet to a point; proceeding thence North $81^{\circ}59'42''$ East a distance of 113.58 feet to a point; proceeding thence North $67^{\circ}47'04''$ East a distance of 160.52 feet to a point which marks the point of beginning; proceeding thence North $49^{\circ}30'01''$ East a distance of 84.96 feet to a point; proceeding thence North $41^{\circ}01'01''$ East a distance of 80.85 feet to a point; proceeding thence North $33^{\circ}32'03''$ East a distance of 57.53 feet to a point; proceeding thence South $50^{\circ}38'24''$ East a distance of 40.46 feet to a point; proceeding thence South $13^{\circ}39'09''$ West a distance of 51.08 feet to a point; proceeding thence South $00^{\circ}58'29''$ West a distance of 62.36 feet to a point; proceeding thence South $30^{\circ}29'05''$ West a distance of 50.38 feet to a point; proceeding thence South $45^{\circ}33'06''$ West a distance of 41.27 feet to a point; proceeding thence North $86^{\circ}33'40''$ West a distance of 54.10 feet to a point; proceeding thence South $67^{\circ}34'53''$ West a distance of 60.23 feet to a point; proceeding thence North $02^{\circ}32'21''$ West a distance of 65.62 feet to a point which marks the point of beginning. The aforesaid tract of land contains 0.467 acres of land, all of which will more fully appear by reference to the aforementioned plat which is hereby incorporated by reference and made a part hereof.

EXHIBIT "A"
SCHEDULE IX

TRACT IX

ALL that certain lot, tract or parcel of land situate, lying and being known and designated as Hammock #4, Chatham County, Georgia, and being shown on that certain plat or survey prepared by EMC Engineering Services, Inc. dated December 21, 1985 and being more particularly described as follows: Commencing at a point where northern right-of-way line Waite Drive intersects the eastern right-of-way line of Herb River Drive and proceeding thence in a northern direction along the eastern right-of-way line of Herb River Drive a distance of 0.621 miles, more or less, to a point which is marked by an iron rod; proceeding thence North $06^{\circ}05'18''$ West a distance of 33.04 feet to a point; proceeding thence North $81^{\circ}34'29''$ East a distance of 150.02 feet to a point; proceeding thence North $80^{\circ}23'09''$ East a distance of 62.68 feet to a point; proceeding thence North $68^{\circ}39'43''$ East a distance of 99.33 feet to a point; proceeding thence North $74^{\circ}25'53''$ East a distance of 62.01 feet to a point; proceeding thence North $68^{\circ}57'27''$ East a distance of 65.96 feet to a point; proceeding thence North $81^{\circ}59'42''$ East a distance of 113.58 feet to a point; proceeding thence North $67^{\circ}47'04''$ East a distance of 160.52 feet to a point; proceeding thence North $49^{\circ}30'01''$ East a distance of 84.96 feet to a point; proceeding thence North $41^{\circ}01'01''$ East a distance of 80.85 feet to a point; proceeding thence North $33^{\circ}32'03''$ East a distance of 57.53 feet to a point; proceeding thence North $24^{\circ}26'30''$ East a distance of 175.40 feet to a point which marks the point of beginning; proceeding thence North $17^{\circ}22'20''$ East a distance of 29.75 feet to a point; proceeding thence North $17^{\circ}32'52''$ East a distance of 65.80 feet to a point; proceeding thence North $07^{\circ}32'38''$ East a distance of 51.59 feet to a point; proceeding thence North $46^{\circ}57'44''$ East a distance of 66.81 feet to a point; proceeding thence South $38^{\circ}54'32''$ East a distance of 84.84 feet to a point; proceeding thence South $46^{\circ}10'04''$ East a distance of 55.75 feet to a point; proceeding thence South $65^{\circ}10'02''$ West a distance of 64.77 feet to a point; proceeding thence South $46^{\circ}59'18''$ West a distance of 71.45 feet to a point; proceeding thence South $83^{\circ}45'37''$ West a distance of 67.20 feet to a point which is the point of beginning. The aforesaid tract of land contains 0.3799 acres of land, all of which will more fully appear by reference to the aforementioned plat which is hereby incorporated by reference and made a part hereof.

EXHIBIT "A"
SCHEDULE X

TRACT X

ALL that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being known and designated upon a map or plan entitled "20.28 acres being a portion of Dutch Island", recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Plat Book 7-P, Page 110 as Parcel 2. For a more particular description, reference is hereby made to the aforementioned map or plat which is specifically incorporated herein and made a part hereof.