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Cross References:

Deed Book 99-D, Page 857
Deed Book 110-W, Page 359
Deed Book 101-J, Page 313
Deed Book 110-L, Page 199
Deed Book 112-J, Page 463
Deed Book 112-J, Page 468
Deed Book 114-X, Page 5
Deed Book 117-G, Page 402
Deed Book 117-X, Page 452
Deed Book 117-X, Page 450
Deed Book 118-W, Page 532
Deed Book 112-H, Page 856
Deed Book 112-P, Page 376
Deed Book 124-D, Page 618
Deed Book 125-L, Page 352
Deed Book 105-R, Page 583
Deed Book 129-A, Page 198
Deed Book 129-A, Page 202
Deed Book 133-W, Page 4
Deed Book 134-Y, Page 126
Deed Book 134-Z, Page 843
Deed Book 139-O, Page 114
Deed Book 141-D, Page 306
Deed Book 141-T, Page 757
Deed Book 145-R, Page 146
Deed Book 161-H, Page 400
Deed Book 163-X, Page 540
Deed Book 163-X, Page 554
Deed Book 163-X, Page 582
Deed Book 173-H, Page 649
Deed Book 163-Z, Page 174
Deed Book 164-U, Page 316
Deed Book 164-V, Page 55
Deed Book 164-V, Page 60
Deed Book 168-K, Page 5
Deed Book 168-K, Page 24
Deed Book 172-T, Page 432
Deed Book 172-T, Page 435
Deed Book 186-Z, Page 467
Deed Book 207-X, Page 139
Deed Book 220-L, Page 246

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

DUTCH ISLAND SUBDIVISION

IMPORTANT NOTICE

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET. SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.

THIS AMENDMENT SHALL BECOME EFFECTIVE THREE (3) YEARS FROM THE DATE OF ITS RECORDING

PREPARED BY:



TABLE OF CONTENTS

	PAGE
I. DEFINITIONS.....	18
II. PROPERTY SUBJECT TO THIS DECLARATION.....	21
1. Property Hereby Subjected to this Declaration.....	21
III. THE ASSOCIATION.....	21
1. Function of the Association.....	21
2. Membership.....	21
3. Voting.....	22
4. Compliance and Enforcement.....	22
5. Implied Rights; Board Authority.....	23
6. Indemnification.....	24
IV. ASSESSMENTS.....	24
1. Purpose of Assessment.....	24
2. Creation of the Lien and Personal Obligation for Assessments.....	24
3. Computation of Annual Assessment.....	25
4. Special Assessments.....	26
5. Specific Assessments.....	26
6. Effect of Nonpayment of Assessments: Remedies Of the Association.....	26
7. Lien for Assessments.....	27
8. Capital Budget and Contribution.....	28
9. Statement of Account.....	28
10. Surplus Funds and Common Profits.....	29
V. INSURANCE AND CASUALTY LOSSES.....	29
1. Required Coverages.....	29
2. Policy Requirements.....	29
3. Insurance Rates	30
4. Individual Insurance	30
5. Repair and Reconstruction after Casualty Damage.....	31
VI. EMINENT DOMAIN.....	32
VII. ARCHITECTURAL STANDARDS AND REVIEW.....	32
1. Design Guidelines.....	32
2. Board Approval.....	32
3. Required Action by the Board.....	33

4. Variances.....	33
5. Appeal.....	34
6. Condition of Approval.....	34
7. Limitation of Liability.....	34
8. No Waiver of Future Approvals.....	34
9. Commencement and Completion of Construction.....	35
10. Certification of Compliance; Notice of Violation.....	35
11. Dual Facing Residence.....	36
12. Size of Residence.....	36
13. Cutting Trees.....	36
14. Artesian Wells.....	36
15. Hidden Service Court.....	36
16. Elevation.....	36
17. Traffic Hazards.....	36
18. Fences.....	36
19. Mailboxes.....	36
20. Enforcement.....	36
VIII. USE RESTRICTIONS, RULES AND REGULATIONS...	37
1. General.....	37
2. Residential Use.....	37
3. Number of Occupants.....	38
4. Subdivision and Replatting of Lots.....	38
5. Use of Common Property.....	39
6. Occupants Bound.....	39
7. Signs, Flags, and Banners.....	39
8. Roadways.....	39
9. Vehicles and Parking.....	39
10. Golf Carts and Other Motorized Recreational Vehicles.....	41
11. Garages.....	41
12. Yard or Garage Sales.....	41
13. Animals and Pets.....	41
14. Prohibition of Damage, Nuisance and Noise.....	42
15. Unsightly or Unkempt Conditions.....	42
16. Window Treatments.....	43
17. Air Conditioning Units.....	43
18. Antennas and Satellite Dishes.....	43
19. Fences.....	44
20. Firearms and Fireworks.....	44
21. Abandoned Personal Property.....	44
22. Impairment of Residences and Easements.....	44
23. Porches.....	44
24. Grilling.....	44
25. Drainage/Sprinkler Systems.....	45
26. Erosion Control; Contamination.....	45

27. Lagoons.....	45
28. Recreational Facilities.....	46
29. Marshes, Lakes, Watercourses, and Drainage.....	48
30. Guard House.....	49
31. Hunting.....	49
32. Sharing the Road.....	49
33. Maintenance, Repair and Construction Work.....	49
34. Lawn Maintenance Hours.....	49
35. Holiday Decorations.....	50
36. Drones	50
37. Dumpsters	50
IX. LEASING.....	50
X. MAINTENANCE.....	51
1. Association’s Responsibility.....	51
2. Owner’s Responsibility.....	52
3. Failure to Maintain.....	53
4. Maintenance Standards and Interpretation.....	54
XI. MORTGAGEE PROVISIONS.....	54
1. Notices of Action.....	54
2. Amendments to Documents.....	54
3. No Priority.....	55
4. Notice to Association.....	55
5. Applicability of this Article.....	55
6. Failure or Mortgagee to Respond.....	55
XII. EASEMENTS.....	55
1. Easements for Encroachment and Overhang.....	55
2. Easement for Use and Enjoyment.....	55
3. Easements for Street Lights and Utilities.....	56
4. Easement for Emergency Entry.....	57
5. Easement for Association Maintenance.....	57
6. Easements for Tree and Landscape Maintenance.....	57
7. Easement for Lagoon Maintenance and Flood Water.....	58
8. Easement for Entry Features and Street Signs.....	58
9. Public in General.....	58
XIII. AMENDMENT TO DECLARATION.....	59
1. Amendment by Members.....	59
2. Amendment by the Board.....	59
3. Consent.....	59
4. Validity and Effective Date.....	59
XIV. GENERAL PROVISIONS.....	59

1. Submission to Act.....	59
2. Duration.....	59
3. Dispute Resolution.....	60
4. No Discrimination.....	60
5. Indemnification.....	60
6. Implied Rights.....	60
7. Perpetuities.....	60
8. Severability.....	60
9. Agreements.....	61
10. Disclosures.....	61
11. Right of Action.....	61
12. Captions.....	62
13. Gender and Grammar.....	62
14. Preparer.....	62
15. Joinders of Amended Properties	62

-TABLE OF EXHIBITS-

Description of the Submitted Property.....	“A”
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
DUTCH ISLAND SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR DUTCH ISLAND SUBDIVISION (the "Declaration") is made effective on the date set forth below by Dutch Island Homeowners Association, Inc., a Georgia non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, on May 11, 1971, Dutch Island Corporation, Southern Union Company, and Liberty Island Corporation, all Georgia corporations (collectively, the "Original Companies"), as owners of real property on Dutch Island, Georgia, known as Dutch Island Development, executed that certain Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc., recorded in Deed Book 99-D, Page 857, in the Office of the Clerk of Superior Court of Chatham County, Georgia, as amended from time to time, (the "Original Declaration") establishing restrictions for certain real property of the Dutch Island Development known as Grimball Point, as shown on that plat entitled "Revision to Grimball Point Subdivision," dated April 22, 1971, and recorded in Subdivision Map Book G, page 11, aforesaid records;

WHEREAS, on July 19, 1972, the Original Companies executed that certain General Declaration of Covenants and Restrictions, recorded in Deed Book 110-W, Page 359, aforesaid records, (the "Gnann Hammock Declaration") establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 1 of Gnann Hammock, as shown on that plat entitled "Phase One, Gnann Hammock Subdivision," dated April 7, 1972, and recorded in Subdivision Map Book H, Page 1-2, aforesaid records, and incorporating by reference the Original Declaration;

WHEREAS, the lots comprising Phases 2 and 3 of Gnann Hammock, as shown on those plats recorded in Subdivision Map Book H, Pages 65 and 69, aforesaid records, were submitted to the Gnann Hammock Declarations by language included in the deeds out from the Original Companies;

WHEREAS, on November 7, 1972, Southern Union Company, as individual owner of certain real property of Dutch Island Development, known as Weis Subdivision, as shown on a plat entitled "Plat of a Portion of Dutch Island, 5th G.M.D., Chatham County, Georgia," dated October 16, 1972, recorded in Subdivision Map Book W, Page 93, aforesaid records, submitted Weis Subdivision to the Gnann Hammock Declaration and Original Declaration by language included in that certain Warranty Deed by and between Southern Union Company, as Grantor, and Patricia G. Weis, as Grantee, recorded in Deed Book 101-J, Page 313, aforesaid records;

WHEREAS, on February 28, 1973, the Dutch Island Residents Association, Inc., a Georgia non-profit corporation, was formed;

WHEREAS, on March 31, 1978, the Original Companies executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 110-L, page 199, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 2, as shown on that plat entitled "Phase 2, Dutch Island S/D," dated January 9, 1978, and recorded in Subdivision Map Book P, Page 10, aforesaid records, and incorporating by reference and amending the Original Declaration and the Gnann Hammock Declaration;

WHEREAS, on March 5, 1979, the Original Companies executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 112-J, Page 463, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 1-A, as shown on that plat entitled "Dutch Island Subdivision, Phase 1-A-1," dated January 9, 1979, recorded in Subdivision Map Book R, Page 31, aforesaid records, incorporating by reference the Original Declaration and the Gnann Hammock Declaration, and amending the Original Declaration;

WHEREAS, on March 7, 1979, the Original Companies executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 112-J, Page 468, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 1-C, as shown on that plat entitled "Dutch Island, Phase 1-C," dated February 9, 1979, recorded in Subdivision Map Book R, Page 44, aforesaid records, incorporating by reference the Original Declaration and the Gnann Hammock Declaration, and amending the Original Declaration;

WHEREAS, on May 20, 1980, the Original Companies, Salt Marsh Co., and Atlantic Insurance & Investment Company, all Georgia corporations, as owners of real property of Dutch Island Development, executed that certain Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc., recorded in Deed Book 114-X, Page 5, aforesaid records, as amended from time to time (the "Phase 3 Declaration"), establishing covenants and restrictions for certain real property of Dutch Island Development known as

Phase 3, as shown on that plat entitled "Phase 3, Dutch Island S/D," dated March 20, 1980, recorded in Subdivision Map Book 2-S, Page 24, aforesaid records;

WHEREAS, on August 21, 1981, Southern Union Company, as owner of real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 117-G, Page 402, aforesaid records, as amended from time to time, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 1-D, as shown on that plat entitled "Dutch Island S/D, Phase 1-D," dated May 12, 1981, recorded in Subdivision Map Book 2-S, Page 93, aforesaid records, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on January 12, 1982, Atlantic Insurance and Investment Company, as owner of certain real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 117-X, page 452, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 4-A, as shown on that plat entitled "Dutch Island S/D, Phase 4A," dated March 18, 1981, recorded in Subdivision Map Book 2-S, 107, aforesaid records, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on January 12, 1982, Atlantic Insurance and Investment Company, as owner of certain real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 117-X, 450, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 4-B, as shown on that plat entitled "Dutch Island S/D, Phase 4B," dated May 25, 1981, recorded in Subdivision Map Book 2-S, Page 108, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on July 19, 1982, Southern Union Company, as owner of real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 118-W, Page 532, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 1-B, as shown on that plat entitled "Lot 27, Dutch Island S/D, Phase 1-B," dated March 31, 1982, recorded in Subdivision Map Book 3-S, Page 17, aforesaid records, incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on December 2, 1983, Southern Union Company, as owner of real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 122-H, page 856, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 1-A-2, as shown on that plat entitled "Lots 1&2, Dutch Island Subdivision, Phase 1-A-2," dated September 12, 1983, recorded in Subdivision Map Book 4-S, Page 28, aforesaid records, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on January 5, 1984, Southern Union Company, as owner of real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 122-P, Page 376, aforesaid records, establishing covenants and restrictions for

certain real property of Dutch Island Development known as Phase 4-C, as shown on that plat entitled “Dutch Island S/D, Phase 4-C,” dated February 3, 1983, recorded in Subdivision Map Book 4-S, Page 36, aforesaid records, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on July, 3, 1984, Southern Union Company, as owner of certain real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 124-D, Page 618, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 4-D, as shown on that plat entitled “Dutch Island Subdivision, Phase 4-D,” dated April 30, 1984, recorded in Subdivision Map Book 4-S, Page 80, aforesaid records, and incorporating by reference the Original Declaration and the Phase 3 Declaration;

WHEREAS, on November 5, 1984, Southern Union Company, as owner of certain real property of Dutch Island Development, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 125-L, Page 352, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 5-A, as shown on that plat entitled “Dutch Island S/D, Phase 5-A,” dated September 20, 1984, recorded in Subdivision Map Book 5-S, Page 35, aforesaid records, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on December 27, 1985, the Original Companies executed that certain 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 110-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, said amendment recorded in Deed Book 129-A, Page 198, aforesaid records, in order to (i) add the names Atlantic Investors Development Corp. and Atlantic Investors, Ltd. – Series VII, as “Companies” as that term is defined in the abovementioned declarations, and (ii) appoint Atlantic Investors Development Corp. and Atlantic Investors, Ltd – Series VII as successors and assigns and as attorneys in fact for the Original Companies to act on the behalf of the Original Companies under the aforesaid declarations;

WHEREAS, on December 27, 1985, the Original Companies executed that certain Amendment to Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc., Dated June 11, 1980 Recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Deed Book 114-X, Folio 5, said amendment recorded in Deed Book 129-A, Page 202, aforesaid records, in order to (i) add the names Atlantic Investors Development Corp. and Atlantic Investors, Ltd. – Series VII, as “Companies” as that term is defined in the abovementioned declarations, and (ii) appoint Atlantic Investors Development Corp. and Atlantic Investors, Ltd – Series VII as successors and assigns and as attorneys in fact for the Original Companies to act on the behalf of the Original Companies under the aforesaid declarations;

WHEREAS, on March 30, 1987, Atlantic Investors, Ltd. – Series VII, a Georgia limited partnership, executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 133-W, Page 4, aforesaid records, establishing restrictions for certain real property of Dutch Island Development known as Phase 5-C, as shown on that plat entitled “Resubdivision of Lots 544 & 545, Phase 5C, Dutch Island Subdivision, 8th G.M.D., Chatham County, Georgia,” dated November 22, 1986, recorded in Subdivision Map Book 8-S, Page 28, aforesaid records, and incorporating by reference and amending the Original Declaration and the Phase 3 Declaration;

WHEREAS, on May 13, 1987, Atlantic Development Investors Corp. and Atlantic Investors, Ltd., -- Series VII executed that certain 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, in order to add the name “Dutch Island Associates, Ltd., a Georgia Limited Partnership, its successors and assigns, as one of the “Companies” as that term is defined in the aforesaid declarations;

WHEREAS, on June 24, 1987, Dutch Island Associates, Ltd. executed that certain Declaration of Covenants and Restrictions, recorded in Deed Book 134-Y, Page 126, aforesaid records, rerecorded in Deed Book 134-Z, Page 843, aforesaid records, to show corrections, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 6, as shown on that plat entitled “Plat of Phase VI, Dutch Island Subdivision,” dated May 19, 1987, recorded in Subdivision Map Book 8-S, Page 63, aforesaid records, incorporating by reference the Original Declaration and the Phase 3 Declaration, and amending the Phase 3 Declaration;

WHEREAS, on August 31, 1988, Dutch Island Associates, Ltd. executed that certain Declaration of Covenants and Restrictions for Dutch Island Subdivision, Phase VII, recorded in Deed Book 139-O, Page 114, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 7, as shown on that plat entitled "Plat of Phase VII, Dutch Island Subdivision," recorded on August 23, 1988 in Subdivision Map Book 9-S, Page 85, aforesaid records, incorporating by reference the Original Declaration and the Phase 3 Declaration, and amending the Phase 3 Declaration;

WHEREAS, on August 31, 1988, Dutch Island Associates, Ltd., executed and delivered a Promissory Note and Security Deed to Nationwide Lending Group, Inc. encumbering certain real property of Dutch Island Development as more particularly set forth in the Security Deed, recorded in Deed Book 139-N, Page 455, aforesaid records (the "Encumbered Property");

WHEREAS, Nationwide Lending Group, Inc. assigned, transferred and conveyed unto Hill Financial Savings Association all its right, title and interest in and to the aforesaid Promissory Note and Security Deed, recorded in Deed Book 139-N, Page 455, aforesaid records, by virtue of that certain Assignment which is recorded in Record Book 139-N, Page 468, aforesaid records;

WHEREAS, on February 14, 1989, Dutch Island Associates, Ltd. executed that certain Declaration of Covenants and Restrictions for Dutch Island Subdivision, Phase IX, recorded in Deed Book 141-D, 306, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 9, as shown on that plat entitled "Phase 9, Dutch Island, Being A Portion of 125.529 Acres," recorded on February 13, 1989 in Subdivision Map Book 10-S, Page 32, aforesaid records (the "First Phase 9 Declarations"), incorporating by reference the Original Declaration and the Phase 3 Declaration, and amending the Phase 3 Declaration;

WHEREAS, the Federal Home Loan Bank Board ("Bank Board") pursuant to Bank Board Resolution No. 89-543P, dated March 9, 1989, and recorded in Deed Book 153-J, Page 184, aforesaid records, appointed the Federal Savings and Loan Insurance Corporation as Conservator for Hill Financial Savings Association;

WHEREAS, on April 4, 1989, Dutch Island Associates, Ltd. executed that certain Declarations of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc., recorded in Deed Book 141-T, Page 757, aforesaid records ("Phase 10 Declaration"), establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 10, as shown on that plat entitled "Phase 10, Dutch Island, Being A Portion of 125.529 Acres," recorded on April 4, 1989 in Deed Book 10-S, Page 47, aforesaid records;

WHEREAS, on August 9, 1989, the Resolution Trust Corporation succeeded to all right, title and interest in and to the assets of Hill Financial Savings Association as successor to the Federal Savings and Loan Insurance Corporation as Conservator pursuant to 21A(b)(6) of the Federal Home Loan Bank Act, as amended by § 501 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989;

WHEREAS, pursuant to Office of Thrift Supervision (“OTS”) Order No. 89-292, dated October 12, 1989, recorded in Deed Book 153-J, Page 182, aforesaid records, the OTS replaced Resolution Trust Corporation as Conservator for Hill Financial Savings Association with Resolution Trust Corporation as Receiver for Hill Financial Savings Association;

WHEREAS, among the assets transferred by Resolution Trust Corporation as Conservator to Resolution Trust Corporation as Receiver pursuant to OTS Order Number 89-292, dated October 12, 1989, was the subject Promissory Note and Security Deed;

WHEREAS, on May 3, 1990, Dutch Island Associates, Ltd. and Atlantic Investors Development Corp. executed that certain Quit Claim Deed, recorded in Deed Book 145-R, Page 146, aforesaid records, granting to Dutch Island Residents Association, Inc., all right, title, and interest in the roads, adjacent shoulders, banks, gardens, fountains, circles, guardhouse and gate, guard house well and pump, lagoons, lakes, other bodies of water, community dock, boat ramp site, all drainage ditches, outfalls, rights-of-way and other real property located in Grimball Point Subdivision, Gnann Hammock Subdivision Phases I, II, and III, Dutch Island Subdivision Phases 1A1, 1A2, 1B, 1B2, 1C, 1D, 2, 3, 3A, 4A, 4B, 4C, 4D, 4E, 5A, 5B, 5C, 6, 7A, 9, and 10, all as more particularly described therein;

WHEREAS, on July 11, 1990, Dutch Island Residents Association, Inc., was administratively dissolved;

WHEREAS, on May 28, 1991, a separate Dutch Island Residents Association, Inc. was formed as an entirely distinct corporation that was never granted any authority over, or any right, title, or interest in real property in Dutch Island Development before it was dissolved in 1993;

WHEREAS, on May 28, 1991, an Application of Reinstatement and Name Change of a Domestic Corporation was filed, reinstating the original Dutch Island Residents Association, Inc., and changing its name to Dutch Island Homeowners Association, Inc.;

WHEREAS, default occurred in the payment of the indebtedness evidenced by the Promissory Note and Security Deed, and by reason of said default, Resolution Trust Corporation as Receiver for Hill Financial Savings Association exposed the Encumbered Property for sale at public sale and Resolution Trust Corporation, as Receiver for Hill Financial Savings Association purchased the Encumbered Property for Two Million, One Hundred Eighty-seven and 00/100 Dollars (\$2,187,000.00) as evidenced by that certain Foreclosure Deed Under Power of Sale, dated October 6, 1992 and recorded in Deed Book 156-S, Page 595, aforesaid records (the “Foreclosure”);

WHEREAS, on April 30, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain RTC Georgia Special Warranty Deed, recorded in Deed Book 160-H, Page 333, granting certain lots and undeveloped acreage of Phase 10, Dutch Island, as more particularly set forth therein, to Blueprint Development, Inc., a Georgia corporation;

WHEREAS, on July 23, 1993, Dutch Island Associates, Ltd., executed that certain Amendment to Declaration of Restrictions Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc., for Phase 10 of Dutch Island Subdivision, Recorded in Deed Book 141-T, Page 747, Chatham County, Georgia, Records, recorded in Deed Book 161-H, Page 400, aforesaid records, amending the Phase 10 Declaration to add the name Blueprint Development, Inc., a Georgia corporation, as a “Developer” and “Company,” as those terms are defined under the Phase 10 Declaration;

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Declaration of Covenants and Restrictions, Pirate’s Point – Dutch Island, recorded in Deed Book 163-X, Page 540, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phase 8, as shown as Parcels A and B on that plat entitled “Plat of 9.727 Acres, Being A Portion of Dutch Island,” dated April 23, 1987, recorded in Subdivision Map Book 9-S, Page 3, aforesaid records;

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Declaration of Covenants and Restrictions, Phase 9 Dutch Island, Dutch Island Subdivision, recorded in Deed Book 163-X, Page 554, aforesaid records, establishing certain covenants and restrictions for Phase 9 and reaffirming and amending the First Phase 9 Declarations to the extent they continue to burden Phase 9 after the Foreclosure; and

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Declaration of Covenants and Restrictions, 91.0746 Acres – Dutch Island, Dutch Island Subdivision, recorded in Deed Book 163-X, Page 582, aforesaid records, amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions, recorded in Deed Book 173-H, Page 649, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phases 12-A, as shown on those plats entitled “Plat of 91.0746 Acres, Being A Portion of Dutch Island,” dated November 25, 1986, recorded in Subdivision Map Book 9-P, Page 3, aforesaid records, and “Subdivision Plat of Phase 12-A, Dutch Island,” dated May 1, 1995, recorded in Subdivision Map Book 15-S, Page 19, aforesaid records;

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Declaration of Covenants and Restrictions, 91.0746 Acres – Dutch Island, Dutch Island Subdivision, recorded in Deed Book 163-X, Page 582, aforesaid records, amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions, recorded in Deed Book 173-H, Page 649, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phases 12-B, as shown on those plats entitled “Plat of 91.0746 Acres, Being A Portion of Dutch Island,” dated November 25, 1986, recorded in Subdivision Map Book 9-P, Page 3, aforesaid records, and “Subdivision Plat of Phase 12-B, Dutch Island,” dated January 10, 1996, recorded in Subdivision Map Book 15-S, Page 80, aforesaid records;

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Declaration of Covenants and Restrictions,

91.0746 Acres – Dutch Island, Dutch Island Subdivision, recorded in Deed Book 163-X, Page 582, aforesaid records, amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions, recorded in Deed Book 173-H, Page 649, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phases 14, as shown on those plats entitled “Plat of 91.0746 Acres, Being A Portion of Dutch Island,” dated November 25, 1986, recorded in Subdivision Map Book 9-P, Page 3, aforesaid records, and “Subdivision Plat of Phase 14, Dutch Island,” dated August 19, 1998, recorded in Subdivision Map Book 18-S, Page 52, aforesaid records;

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Declaration of Covenants and Restrictions, 91.0746 Acres – Dutch Island, Dutch Island Subdivision, recorded in Deed Book 163-X, Page 582, aforesaid records, amended and restated by that certain First Amended and Restated Declaration of Covenants and Restrictions, recorded in Deed Book 173-H, Page 649, aforesaid records, establishing covenants and restrictions for certain real property of Dutch Island Development known as Phases 15, as shown on those plats entitled “Plat of 91.0746 Acres, Being A Portion of Dutch Island,” dated November 25, 1986, recorded in Subdivision Map Book 9-P, Page 3, aforesaid records, and “Subdivision Plat of Phase 15, Dutch Island,” dated August 30, 2000, recorded in Subdivision Map Book 20-S, Page 35, aforesaid records;

WHEREAS, on December 6, 1993, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain RTC Georgia Special Warranty Deed, recorded in Deed Book 163-Z, Page 174, granting to Dutch Island Homeowners Association, Inc. (i) certain real property containing the subdivision pool, tennis courts, and clubhouses known as Lot Numbers I, II, III of Phase 7, as shown on that plat entitled “Plat of Phase VII A, Dutch Island Subdivision,” dated March 30, 1987, recorded in Subdivision Map Book 8-S, Page 38, aforesaid records and (ii) a certain 2.71 acre portion of Phase IX for a proposed lagoon, as shown on that plated entitled “Phase 9, Dutch Island, Being a Portion of 125.529 Acres,” dated September 2, 1987, recorded in Subdivision Map Book 10-S, Page 32, aforesaid records;

WHEREAS, on January 12, 1994, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Quitclaim Deed, recorded in Deed Book 164-U, Page 316, aforesaid records, granting to Dutch Island Homeowners Association, Inc. all roads, adjacent shoulders and banks, drainage ditches, outfalls, lakes lagoons, rights of way and common areas in Phases 6, 7, 9 and 10 of Dutch Island Development;

WHEREAS, on January 13, 1994, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain RTC Georgia Special Warranty Deed, recorded in Deed Book 164-V, Page 55, aforesaid records, granting to Dutch Island, L.L.C., an Arizona limited liability company, certain portions of real property of Phases 5, 6, 7 and 9, Dutch Island Development, as more particularly set forth therein;

WHEREAS, on January 13, 1994, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Quitclaim Deed, recorded in Deed Book 164-V, Page 60, aforesaid records, granting to Dutch Island, L.L.C. certain marshlands,

wetlands, hammocks, creeks, streams, pools, lagoons and other waterways on portions of Phases 5, 6, 7 and 9, Dutch Island Development, as more particularly set forth therein;

WHEREAS, on July 21, 1994, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain RTC Georgia Special Warranty Deed, recorded in Deed Book 168-K, Page 5, aforesaid records, granting to Dutch Island, L.L.C., (i) certain real property known as Pirate's Point, or Phase 8, Dutch Island Development, as shown on that plat entitled "Plat of 9.71 Acres, also known as Pirate's Point, located on Dutch Island," dated December 29, 1993, recorded in Subdivision Map Book 13-P, Page 65, aforesaid records ("Phase 8"), and (ii) a certain 86.34 acre tract of real property of Dutch Island Development, as shown on that plat entitled "Plat of 86.34 Acres, Located on Dutch Island," dated December 30, 1993, recorded in Subdivision Map Book 13-P, Page 65, aforesaid records, comprising the later designated Phases 12A, 12B, 14, and 15, Dutch Island Development ("86.34 Acre Tract");

WHEREAS, on July 21, 1994, the Resolution Trust Corporation, as Receiver for Hill Financial Savings Association, executed that certain Quitclaim Deed, recorded in Deed book 168-K, Page 24, aforesaid records, granting to Dutch Island, L.L.C. all marshlands, wetlands, hammocks, creeks, streams, ponds, lagoons and other waterways located contiguous to Phase 8 and the 86.34 Acre Tract;

WHEREAS, on May 20, 1995, Dutch Island, L.L.C., owner of real property of Dutch Island Development, executed that certain Declaration of Restrictive Covenant (Deep Water Lagoons), recorded in Deed Book 172-T, page 432, aforesaid records, establishing covenants and restrictions for the use of lagoons as shown on that Plat entitled "Plat of Conservation Easements on 86.34 Acres, Located on Dutch Island," dated May 11, 1995, recorded in Subdivision Map Book 14-P, Page 35, aforesaid records;

WHEREAS, on May 20, 1995, Dutch Island, L.L.C., owner of real property of Dutch Island Development, executed that certain Declaration of Restriction Covenant (Wetlands), recorded in Deed Book 172-T, Page 435, aforesaid records, establishing restrictions for the use of wetlands as shown on that Plat entitled "Plat of Conservation Easements on 86.34 Acres, Located on Dutch Island," dated May 11, 1995, recorded in Subdivision Map Book 14-P, Page 35, aforesaid records;

WHEREAS, on May 29, 1997, Blueprint Development, Inc. executed that certain Quit Claim Deed, recorded in Deed Book 185-T, Page 621, granting Dutch Island Homeowners Association, Inc. a 3.40 acre Portion of Phase 10, known as Other Lands of Dutch Island Association, as shown on that plat entitled "Plat of 3.40 Acres, Known as Other Lands of Dutch Island Associates, A Portion of Phase 10 Dutch Island," dated May 12, 1997, recorded in Subdivision Map Book 14-P, Page 186, aforesaid records;

WHEREAS, on July 28, 1997, Dutch Island Associates, Ltd., Atlantic Investors, Ltd. – Series VII, Atlantic Investors Development Corp. executed that certain Quitclaim Deed, recorded in Deed Book 186-Z, Page 467, aforesaid records, granting to Dutch Island Homeowners Association, Inc. (i) all rights, powers, duties, responsibilities that may be held by the granting

entities through the declarations and amendments for any portion of Dutch Island Development, (ii) all marshes, marshland and hammocks adjoining and surrounding Dutch Island, and (iii) all land, lots, roads, lagoons, easements, causeways of Dutch Island;

WHEREAS, on November 8, 1999, certain real property of Dutch Island Development known as Phase 11, as shown on that plat entitled "Minor Subdivision Plat of Phase 11, Dutch Island" dated November 16, 1993, recorded in Subdivision Map Book 14-S, Page 54, aforesaid records, was submitted to the Phase 10 Declaration by language included in that certain Warranty Deed executed by South Atlantic Properties, Inc., recorded in Deed Book 207-X, Page 139, aforesaid records;

WHEREAS, on January 19, 2001, Dutch Island, L.L.C., an Arizona limited liability company, executed that certain Quitclaim Deed, recorded in Deed Book 220-L, Page 246, granting Dutch Island Homeowners Association, Inc. (i) the common area of Phase 14, as shown on that plat entitled "Subdivision Plat of Phase 14, Dutch Island," dated August 19, 1998, recorded in Subdivision Plat Book 18-S, Page 52, aforesaid records, and (ii) the common area of Phase 15, as shown on that Plat entitled "Subdivision Plat of Phase 15, Dutch Island," dated August 30, 2000, recorded in Subdivision Map Book 20-S, Page 35, aforesaid records.

WHEREAS, pursuant to the foregoing, Dutch Island Homeowners Associations, Inc. (the "Association") has the right to enforce all of the aforementioned declarations affecting real property within the Dutch Island Development and maintain all of the common areas designated under said declarations of Dutch Island;

WHEREAS, the Association and the Owners desire to consolidate and amend and restate all of the aforementioned declarations in their entirety as more particularly set forth herein so that this Declaration shall constitute the sole governing declaration for all property within the Dutch Island Development; and,

WHEREAS, the Association and the Owners, having consented to the adoption of this Amended and Restated Declaration, as evidenced by the attached consents, desires that this Declaration go into full force and effect, and be a covenant upon the property listed in Exhibit "A," three (3) years from the date of recording in the land records of Chatham County, Georgia.

NOW, THEREFORE, the Association declares that the real property described in Article II, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of the property subject to this Declaration. The above-referenced declarations and all exhibits thereto are hereby stricken in their entirety and this Declaration is simultaneously substituted therefo

ARTICLE 1
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the meanings set forth below. Otherwise, the terms used in this Declaration shall have their normal, generally accepted meanings given in the Act or the Code.

(a) “Act” shall mean the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as may be amended from time to time.

(b) “Area of Common Responsibility” shall mean the Common Property, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person, become the Association’s responsibility to maintain.

(c) “Articles” or “Articles of Incorporation” shall mean the Articles of Incorporation of Dutch Island Homeowners Association, Inc., a Georgia non-profit corporation, which has been filed with the Secretary of State of the State of Georgia.

(d) “Association” shall mean Dutch Island Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

(e) “Board” or “Board of Directors” shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.

(f) “Boat Ramp” shall mean the boat ramp located on Herb River Drive adjacent to the Community Dock.

(g) “Bylaws” shall mean the Bylaws of the Association, as modified and amended from time to time.

(h) “Certificate of Compliance” shall have the meaning more specifically set forth in Article VII, Section 9 of this Declaration.

(i) “Code” shall mean the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-109, et. seq., as may be amended from time to time.

(j) “Common Expenses” shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Community, including, but not limited to, the costs of any common water and sewer bills, the costs of the Association’s insurance and those expenses incurred for maintaining, repairing, replacing, and operating the Area of Common

Responsibility, and as required under any easement agreement recorded in the Official Records, which burdens or benefits the Community.

(k) “Common Property” shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located thereon, now or in the future owned by the Association, including, but not limited to the Community Dock, the Boat Ramp, the guard house and entry gate, all Recreational Facilities, the Pool Facility, the tennis courts, all landscape and grassy areas not included in a Lot, including medians, all roads, sidewalks and other concrete and paved areas not included in a Lot, all amenities, all hammocks, all Lagoons, and all personal property and equipment of the Association located in any of these areas.

(l) “Community” shall mean all that certain real property and interests therein known as the Dutch Island Development and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference.

(m) “Community Dock” shall mean collectively the Dutch Island Community dock and launch dock, including, without limitation, the fixed decks and floating docks, located on Herb River Drive adjacent to the Boat Ramp.

(n) “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally in the Community. Such standard may be more specifically determined by the Board.

(o) “Design Guidelines” shall mean the design guidelines and application and review procedures as more specifically addressed in Article VII, Section 1 of this Declaration, as amended from time to time.

(p) “Effective Date” shall mean the date that this Declaration is recorded in the Official Records.

(q) “Electronic Document” shall mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form.

(r) “Electronic Signature” shall mean a signature created, transmitted received, or stored by electronic means and includes but is not limited to a secure electronic signature.

(s) “Eligible Mortgage Holder” shall mean a holder of a first Mortgage secured by a Lot who has requested in writing notice of certain items under Article XIII of this Declaration.

(t) “Governing Documents” shall mean the governing documents of the Association, including but not limited to, this Declaration, the Bylaws, the Articles of Incorporation of the Association, the Design Guidelines, and the rules and regulations adopted by the Board as provided herein, all as modified and amended from time to time.

(u) “Lagoon(s)” shall refer to the bodies of water constituting detention ponds that are located in the Community as may be shown on the Plat.

(v) “Lot” shall mean and refer to any numbered or lettered tract of land shown on any Plat that is a part of the Community. Each Lot, as may be initially shown on a Plat, exists for the purpose of containing a single family dwelling, with each separate dwelling constituting a “Residence” hereunder.

(w) “Majority” shall mean those eligible votes, Members, or other group as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.

(x) “Member” shall mean any Person who owns one or more Lots in the Community, but shall not mean the Association or a Mortgage Holder.

(y) “Mortgage” shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(z) “Mortgagee” or “Mortgage Holder” shall mean the holder of a Mortgage.

(aa) “Occupant” shall mean any Person occupying all or any portion of a Residence for any period of time, regardless of whether such Person is a guest, invitee, tenant or the Owner of such property.

(bb) “Officer” shall mean an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer of the Board of Directors of the Association, or such other officers as the Board may elect or appoint from time to time.

(cc) “Official Records” shall mean the official land records of the Clerk of Superior Court of Chatham County, Georgia.

(dd) “Owner” shall mean and refer to the record owner, whether one (1) or more Persons, of the fee simple title to any Lot, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

(ee) “Person” shall mean any natural person, as well as a corporation, limited liability company, joint venture, partnership, trust, or other legal entity.

(ff) “Plat” shall mean the plat or plats for the Community, as amended and/or supplemented, recorded in Official Records. The Plat is incorporated herein by reference as fully as if the same were set forth in its entirety herein.

(gg) “Pool Facility” shall mean the pool, pool deck, pool equipment areas, restrooms, and adjoining recreational area located on the Common Property.

(hh) “Recreational Facilities” shall mean the amenities and facilities comprised of the Community Dock, the Boat Ramp, the Pool Facility, the playground, the tennis courts, and the basketball courts, which shall be part of the Common Property of the Association; provided however, that, in addition to the rules and regulations set forth herein, the Board of Directors shall have the right to promulgate rules and regulations for the use of and access to these Recreational Facilities by unit owners and their tenants and guests

(ii) “Residence” shall mean a home located on a Lot intended for use and occupancy as a dwelling for a single family.

(jj) “Supplementary Declaration” shall mean an amendment or supplement to this Declaration that imposes additional restrictions and obligations on the Property, or both.

(kk) “Total Association Vote” shall mean all of the eligible votes attributable to Members of the Association.

Article II

Property Subject To This Declaration

Section 1. Property Hereby Subjected To This Declaration. The real property described on Exhibit “A” attached hereto (herein referred to as the “Property”) and by this reference made a part of this Declaration is, by the recording of this Declaration, subject to the easements, covenants, restrictions and terms hereafter set forth and, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

Article III

The Association

Section 1. Function of the Association. The Association is the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Georgia law.

Section 2. Membership. Every Owner shall automatically be a Member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner’s membership. Notwithstanding the foregoing, no Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and the privileges of ownership shall be shared as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member, but in no event shall more than one (1) vote be cast nor one (1) position as an Officer or a Board Member be held for each Lot owned.

Section 3. Voting. The Association shall have one (1) class of membership. Each Owner of a Lot shall be a Class "A" Member and shall be entitled to one (1) vote per Lot owned by such Owner. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class "A" Member shall be exercised by the Owner. No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent. In any situation where there is more than one (1) Owner of such Lot, the votes for such Lot shall be exercised as the co-Owners determine among themselves. The Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

Section 4. Compliance and Enforcement. Every Owner and occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. (In the event that any occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) suspending an Owner's right to vote;

(c) suspending any Person's right to use any Recreational Facilities within the Area of the Common Responsibility;

(d) suspending any Person's right to use the Owner's entrance at the Guard House;

(e) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(f) exercising self-help in a non-emergency situation;

(g) requiring an Owner, at its own expense, to remove any structure of improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(h) abating an immediate violation on the Common Property and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(i) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

It is understood and acknowledged that compliance with the Governing Documents is necessary for the health, safety and welfare of the Community and the Owners and Occupants and that violations or breaches of the Governing Documents may cause irreparable harm, for which monetary damages may not be adequate. Therefore, the Association shall be entitled to a grant of injunctive relief from a court of competent jurisdiction, in addition to any and all remedies available at law.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- (i) The Association's position is not strong enough to justify taking any or further action;
- (ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (iii) although a technical violation may exist or may have occurred, it is not such a material nature as to be objectionable to a reasonable person or to justify expanding the Association's resources; or
- (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such decision shall not be construed as a waiver of the Association's right to enforce such Provision at a later time under the circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce city and county ordinances, if applicable, for the benefit of the Association and its Members, and any municipality or body politic having jurisdiction may enforce ordinances within the Properties.

Section 5. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where applicable law of the Governing Documents specifically require a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining

to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not create any independent legal duty to institute litigation on behalf of or in the name of the Association or the Members.

All property within the Community is private property and access to the Community is a privilege, not a right. The Board has the right to control access to the Community and in the case where, in the Board's reasonable discretion, an individual or an animal poses a threat to the health, safety or welfare of the Community and its Owners, the Board reserves the right to deny access to such individual or animal.

Section 6. Indemnification. Subject to Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual, willful misfeasance, intentional or willful misconduct, or bad faith. The officers and directors shall have not personal liability with respect to any contract or other commitment made, or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may be liable as Members of the Association in the same manner and degree as other Members).

Article IV **Assessments**

Section 1. Purpose of Assessment. The Association shall have the power to levy assessments as set for in Article IV hereof. The assessments for Common Expenses provided for herein shall be used for the general purposes of preserving property values, promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of Lots in the Community as may be more specifically authorized from time to time by the Board.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) annual assessments or charges, (b) special assessments, such assessments to be established and collected as hereinafter provided, and (c) specific assessments against any particular Lot that are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

All such assessments, together with late charges, interest not to exceed the maximum rate permitted by law per annum on the principal amount due, and costs of collection, including,

without limitation, reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

The Association shall, within five (5) days after receiving a written request and for a reasonable charge as may be established by the Board, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include monthly, semi-annually, bi-annually, or any other periodic payments as determined in the sole discretion of the Board of Directors. To the extent the Board of Directors allows periodic payments of the annual assessment, those payments can be accelerated, and the entire annual assessment declared immediately due. Unless otherwise provided for by the Board, the assessment shall be paid in an annual installment at the beginning of the fiscal year of the Association.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, including, if necessary, a capital contribution or reserve in accordance with a separately prepared reserve budget.

The common assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted operating costs of the Association. The Board shall cause the proposed budget and assessments to be levied against each Lot for the coming year to be delivered to each Member thirty (30) days prior to the due date of the Annual Assessment. The budget and the assessment shall become effective unless disapproved by a Majority of the Total Association Vote at a meeting of the Members called for that purpose. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason to so determine the budget for the coming year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board may revise the budget and adjust the Annual Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Notwithstanding the foregoing, special assessments intended to cover unbudgeted expenses or capital improvements in any single fiscal year in an amount per Lot exceeding the amount of total annual assessments for such Lot, shall require the approval of a Majority of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied by the Board and the costs of maintenance performed by the Association for which the Owner is responsible for under Article X, Sections 1 and 2 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

(a) expenses of the Association which benefit less than all of the Lots in the Community may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received as determined by the Board;

(b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received as determined by the Board; and

(c) any common expenses occasioned by the conduct of less than all of those entitled to occupy the Lots or by the licensees or invitee of any such Lot or Lots shall be specifically assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses as determined by the Board.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof that are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine which shall not exceed ten percent (10%) of the assessment payment. If the assessment is not paid within thirty (30) days, the balance of the annual assessment is automatically accelerated and immediately due, a lien, as herein provided, shall attach for the entire past due balance and the accelerated balance of the annual assessment, and, in addition, the lien shall include interest not to exceed the maximum rate permitted by law per annum on the principal amount due from the date first due and payable,

all late charges, all costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. In addition to the other remedies provided herein, the Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot that is hereby provided for remains unpaid. The Association shall also have the right to suspend the use of any Common Elements, including use of the automatic gate, so long as such suspension does not prohibit access to the Owner's Lot.

No Owner may waive or otherwise exempt him or herself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, non-use of the Common Property or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, and no diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

All payments shall be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest and then to delinquent assessments. Should a judgment be obtained for past due assessments, any payments received after the date of the judgment shall be first applied to any assessment that came due after the date of the judgment, then to reasonable attorneys' fees actually incurred, then to late charges, then to interest and then to any amounts included in the judgment.

Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligations to pay assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

Section 7. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for: (a) liens for ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage (meaning

any recorded Mortgage with first priority over other Mortgages) made in good faith for value. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure. The Association may bid for the Lot and the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. Notwithstanding the foregoing, the Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the first Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment hereunder, including such acquirer, its successors and assigns.

Section 8. Capital Budget and Contribution. The Board may annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in Section 3 above. A copy of the capital reserve budget, if any, shall be distributed to each Member in the same manner as the operating budget.

Section 9. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten Dollars (\$10) or such higher amount as may be authorized by law, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein. The Association may require an additional fee not to exceed Fifty Dollars (\$50) if the Association (i) provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request, or (ii) has to provide any additional information to the requesting party.

Section 10. Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (a) distributed to the Owners; (b) credited to the next assessment chargeable to the Owners; or (c) added to the Association's capital reserve account.

Article V **Insurance and Casualty Losses**

Section 1. Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Property to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. To the extent reasonably available, all property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes, subject to reasonable deductibles;

(b) Commercial general liability insurance on the Common Property, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least two million dollars (\$2,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits:

(c) Worker's compensation insurance and employers' liability insurance, if and to the extent required by law;

(d) Directors' and officers' liability coverage;

(e) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

Premiums for all insurance on the Common Elements shall be Common Expenses, unless the Board reasonable determines that other treatment of the premiums is more appropriate, such as, assessing the premium as a Specific Assessment against the Lot Owner(s) responsible, through either negligence or willful misconduct, for the damage which necessitated the claim.

Section 2. Policy Requirements. At least once every two (2) years, the Association shall arrange for review of the sufficiency of its insurance coverage by one or more qualified Persons,

at least one of whom must be familiar with insurable replacement costs in the Savannah area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member upon request.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Article V, Section 1(b). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against Owner(s) and their Lots as a Specific Assessment.

All insurance coverage obtained by the Board shall:

- (a) be written with a company authorized to do business in the State of Georgia;
- (b) be written in the name of the Association as trustee for the Association, the Owners, and each such Owner's mortgagee. Policies on the Common Areas shall be for the benefit of the Association and its Members.
- (c) not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually.

Section 3. Insurance Rates. Nothing shall be done or kept in the Community that will increase the rate of insurance on any portion of the Community insured by the Association or that would be in violation of the law. No Owner, Occupant or guest shall keep any explosives or flammable materials in the Community, other than normal household products in normal amounts.

Section 4. Individual Insurance. Each Owner, by virtue of taking title to a Lot subject to the terms of this Declaration, covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon, including, but not limited to, a Residence, and a liability policy covering damage or injury occurring on a Lot. If reasonably available, the casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage on his or her Lot and structures constructed thereon, including, but not limited to, a Residence. The policies required hereunder shall be in effect at all times. Upon request by the Association, an Owner shall furnish a copy of his/her insurance policy or policies to the Board. In the event that any Owner fails to obtain and maintain insurance, as required by this Section, the Association may purchase such insurance on behalf of the Owner and specifically assess the cost thereof to the Owner pursuant to Article IV, Section 5 of this Declaration, to be collected in the manner provided for collection of Common Expenses under this Declaration.

Section 5. Repair And Reconstruction After Casualty Damage. In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless the Association and eighty percent (80%) of the Owners vote not to proceed with the reconstruction and repair of the structures, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structures. In the event of substantial damage or destruction, each institutional holder of a first Mortgage on the Common Property, if any, shall be entitled to written notice of the damage.

(a) Cost Estimates. Promptly after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Owners without the necessity of a vote of the Members or compliance with Article IV, Section 4 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building code. To the extent insurance proceeds are available, the Association may reconstruct or repair additional improvements to the Common Property damaged as a result of fire or other casualty.

(d) Encroachments. Encroachments upon or in favor of Lots that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the owner of the Lot upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Common Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lots on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section 9, to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), owners and/or personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

(f) Damage to or Destruction of Residences. In the event of damage to or destruction of a Residence or other structure on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structures in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VII of this Declaration. Unless otherwise approved in writing by the Board, the Owner of the damaged Lot shall commence restoration and rebuilding of the improvements on the Lot within six (6) months of the date of the casualty, damage or destruction of the improvements and complete such work within one (1) year of the date of such casualty, damage or destruction of the improvements, unless additional time is requested and agreed in writing by the Board. The Owner shall pay any costs of repair or reconstruction that is not covered by insurance proceeds.

Article VI **Eminent Domain**

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after the taking, Owners holding at least eighty percent (80%) of the Total Association Vote and the Association otherwise agree, the Association shall restore or replace the improvements taken on the remaining land included in the Common Property to the extent lands are available. The provisions of Article V, Section 5, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article VII **Architectural Standards and Review**

Section 1. Design Guidelines. The Board reserves the right to prepare architectural design and construction guidelines and application and review procedures (collectively, the “Design Guidelines”) in its sole discretion. The Design Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions which vary from one portion of the Community to another depending upon the location, unique characteristics, and intended use.

Unless otherwise set forth herein, this Article shall not apply to the activity of Association or to the construction of improvements or modifications to the Common Property by or on behalf of the Association.

Section 2. Board Approval. No Owner, Occupant, or any other Person may, without first obtaining written approval of the Board:

- (a) make any encroachment onto the Common Property;
- (b) construct any Residence, structure, pool, wall, fence, addition or other improvement on a Lot;

(c) make any exterior change, alteration or modification on a Lot (including changes in paint color, regrading or significant landscaping modifications), or any alteration of the Lot which affects the exterior appearance of the Lot or the structures located thereon, including by not limited to the additional matters addressed herein, or

(d) erect, place or post any object, sign, clothesline, playground equipment, artificial vegetation, exterior sculpture, fountains, or other thing visible from the streets within the Community on the exterior of the Lot, on the Residence, in any windows of the Residence (other than appropriate window treatments as provided herein), or on any Common Property.

The Board shall have the authority to assign its rights and duties hereunder to an architectural review committee (the "ARC") appointed by the Board. Additionally, the Board shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which plans and specifications have been submitted for approval. Additionally, the Board may establish and charge reasonable fees for review of applications. The Owner of any such Lot shall be responsible for paying all fees and third party costs of each review, whether or not submitted plans and specifications are approved by the Board, and the Board may require payment of all such costs prior to approval of plans and specifications. The Board also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees may be published in the Design Guidelines.

Section 3. Required Action by the Board. Applications for approval of any construction or architectural modification shall be in writing and shall provide such information as the Board may reasonably require. The Board, the ARC, or its designated representative, shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction that is not in conformance with approved plans. The standard for approval of such improvements shall include, but not be limited to: (a) aesthetic consideration, (b) materials to be used, (c) compliance with the Community-Wide Standard, this Declaration, and the Design Guidelines, (d) harmony with the external design of the existing Residences, Lots and structures, and the location in relation to surrounding structures and topography, and (e) any other matter deemed to be relevant or appropriate by the Board.

If the Board fails to approve or to disapprove such application within ninety (90) days after the application and all information as the Board may reasonably require have been submitted, then approval will not be required and this subsection will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, Bylaws or rules and regulations of the Association, or of any applicable zoning or other laws.

Section 4. Variiances. The Board may authorize variances from compliance with any of its Design Guidelines and procedures for reasons, including, but not limited to, topography, natural obstructions, hardship, or aesthetic or environmental considerations. No variance shall (a) be

effective unless in writing; (b) be contrary to this Declaration; or (c) stop the Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Appeal. Each Owner hereby agrees that any controversy, claim, or dispute arising out of or relating to the decision of the ARC as to an Owner's application for approval of any construction or architectural modification or interpretation or effect of any provision contained in this Article shall be submitted for resolution by the Board. Any Owner desiring to appeal the decision of the ARC as to any application by the Owner for approval of architectural modification or interpretation or effect of any provision contained in this Article shall provide the Board of Directors with a written notice of appeal within thirty (30) days of the date of the ARC's notice of its decision. If the Board of Directors does not receive such written notification within said time period, the decision of the Board shall be deemed final and all rights of appeal shall terminate and thereafter be void.

Section 6. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board of Directors, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

Section 7. Limitation of Liability. Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Board of Directors, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither, the Association, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every owner agrees that such Person or Owner will not bring any action or suit against Association, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Section 8. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors may adopt different architectural standards for different parts of the Community, based on street visibility and location of the proposed

modification. The approval of either the Board of Directors of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 9. Commencement and Completion of Construction. All changes, modifications and improvements approved by the Board hereunder must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Board, unless the Board gives a written extension for commencing the work. Prior to commencement, the Owner will provide contact information for the contractor or project manager. The Board may establish permitting fees and/or deposits for location of roll-off boxes, construction dumpsters and/or port-o-lets on a Lot. Additionally, the Board may require a construction deposit from the contractor prior to commencement of the work. All work approved by the Board hereunder shall be completed in its entirety within twelve (12) months from the date of commencement, unless otherwise agreed in writing by the Board. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

Section 10. Certification of Compliance; Notice of Violation. Upon completion of the installation, construction or alteration of any structure on a Lot in accordance with plans and specifications approved by the Board, the Board shall, upon written request of the Owner thereof or upon the Board's own initiative, issue a Certificate of Compliance, identifying such structure and Lot upon which such structure is placed, and stating that the plans and specifications have been approved and that such structure complies with such plans and specifications. A copy of said Certificate of Compliance shall be filed for permanent record with the plans and specifications on file with the Board.

Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate of Compliance shall in no way be construed to certify the acceptability, sufficiency or approval by the Board of the actual construction of structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate of Completion shall in no way be construed to certify to any party that the structures have been built in accordance with any applicable rule or regulation other than those of the Board.

If any improvement, installation, construction, or alteration of a structure on a Lot is made in violation of this Article, the Board may record a notice of such violation in the Official Records.

Section 11. Dual Facing 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.

Section 12. Size of Residence. The Board reserves the right to establish the minimum square footage for all residences being newly constructed on Lots based on visual compatibility with the surrounding residences, provided, however that 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 garage or carports. This standard may be varied by the Board in its sole and absolute discretion.

Section 13. Cutting of Trees. No living tree having a diameter greater than six (6) inches, breast high, may be cut on any of the lots of areas in the Community without the written consent of the Board.

Section 14. Artesian Wells. No artesian well may be drilled on any lot or area of the Community without the written consent of the Board. In the event that permission is granted, all tanks and pumps must be appropriately screened from adjoining residences, streets, rivers, and marshes.

Section 15. 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 architectural or landscape plans, and constructed as to provide space for garbage and trash cans, wood piles, and other similar usage.

Section 16. Elevation. The finished floor of living area of a dwelling within this subdivision must be at least 18 inches above the finished floor elevation as certified on a flood evaluation certification unless written permission is granted by the Board.

Section 17. 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, adjacent to a street or lane that creates a traffic hazard, as determined in the reasonable discretion of the Board. All fences must, in sole judgment of the Board, conform to the general architectural scheme of the house.

Section 18. Fences. All newly constructed fences must (i) be constructed of wood, brick or aluminum, (ii) be no more than six (6) feet in height, and (iii) not extend toward the street beyond the front facade of the residence, unless otherwise approved by the Board. Chain link fences are prohibited.

Section 19. Mailboxes. Only one (1) mailbox shall be located on each Lot. All mailboxes and mailbox posts located on Lots shall be in conformity with the Design Guidelines and/or Community-Wide Standard regarding mailboxes, as the same may be promulgated by the Board. Any variation must be approved by the Board in writing.

Section 20. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, violating Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the

construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or their respective designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work. In the alternative, the Board may file suit and obtain a temporary restraining order, interlocutory injunction, permanent injunction or order of specific performance. All costs thereof, including reasonable attorneys' fees actually incurred, may be assessed against the Lot on which the violation occurred, and collected as a Specific Assessment pursuant to Article IV, Section 5 of this Declaration.

In addition to the foregoing, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions. Furthermore, the Board shall have the authority to record in the Official Records notices of violation of the provisions of this Article.

If any Owner makes any exterior change, alteration, or construction (including landscaping) upon the Community in violation of this Article, he or she does so at his or her sole risk and expense. The Association or the Board may require that the change, alteration or construction be removed without reimbursement to the violating Owner for any expense he or she may have incurred in making the change, alteration or construction.

Article VIII **Use Restrictions, Rules and Regulations**

Section 1. General. This Article, beginning at Section 2, sets out certain use restrictions that must be complied with by all Owners and Occupants of Lots. These use restrictions may only be amended in the manner provided in Article XVII, Section 1, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Community. These rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and Occupants of Lots until and unless overruled, canceled, or modified by the Board or by a Majority of the Total Association Vote, at a regular or special meeting.

Section 2. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing in a Residence may conduct ancillary business activities within the Residence so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Residence;
- (b) the business activity does not involve visitation of the Residence by employees, clients, customers, suppliers or other business invitees;

(c) the business activity conforms to all zoning requirements for the Chatham County Community;

(d) the business maintains a principal place of business and primary address other than the Residence;

(e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;

(f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, and does not otherwise violate any other provision of the Association's legal instruments, as determined in the Board's discretion; and

(g) the business activity does not result in a materially greater use of Common Property facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

Section 3. Number of Occupants. The maximum number of Occupants in a Residence shall be limited to two (2) people per bedroom in the Residence. "Occupancy," for purposes of this Declaration, shall be defined as staying overnight in a Residence for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Residence on the Effective Date of this Declaration. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Residence. The designated person(s) to occupy the Residence may not be changed more frequently than once every nine (9) months.

Section 4. Subdivision and Replatting of Lots. No Lot may be subdivided into a smaller Lot or combined into a larger lot without the prior written consent of the Board. Any approved division, boundary line change, or replatting shall be conducted in accordance with applicable subdivision and zoning regulations.

Section 5. Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property (except in designated areas, if any,) without the prior written consent of the Association, except as specifically provided herein.

Section 6. Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations, use restrictions or Design Guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to Occupants even though Occupants are not specifically mentioned. The Owner shall be responsible for ensuring that an Occupant, and the guests, invitees and licensees of an Owner or Occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or Occupants. If a fine is levied against an Occupant and is not timely paid, the fine may then be levied against the Owner and constitute a lien on the Lot in the same manner as an assessment.

Section 7. Signs, Flags, and Banners. Except as may be required by legal proceedings, no signs (including, but not limited to, "For Rent" signs), advertising posters or billboards of any kind shall be erected or placed by an Owner or Occupant or other Person on a Lot, or permitted to remain on the Community without the prior written consent of the Board or its designee, except that (i) one (1) professional security sign not to exceed six inches (6") by six inches (6") in size and (ii) one (1) standard "for sale" sign = (but specifically excluding "for rent" signs) = may be displayed on a Lot. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs on behalf of the Association, and shall have the authority to adopt regulations permitting temporary signs on Lots announcing births, birthdays, kids' lemonade stands, or other events for limited periods of time. This Section shall not apply to the Association.

Residents shall have the right to display one American flag and one Georgia state flag. The Board shall have the right to regulate the display of all other banners and flags on residential property.

Section 8. Roadways. The roadways located within the Community are privately owned and controlled by the Association. Drivers shall follow all applicable rules, regulations, ordinances and laws of Chatham County and the State of Georgia and shall observe the posted speed limits and traffic signs of the Association. All vehicles operated on Association roads shall not produce excess noise through its exhaust system, stereo system, or otherwise that might be reasonably expected to create a disturbance based at the time the vehicle is being operated. The Board reserves the right to install and remove speed bumps, traffic signs, speed reduction devices and other traffic and safety items and may adopt additional rules and regulations related to the use of the roadways, including the establishment of reasonable speed limits throughout the Community, and the imposition of fines or other methods of enforcement for violations thereof.

Section 9. Vehicles and Parking. No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles, at any time, as determined by the Board. All vehicles of an Owner or Occupant shall be parked within a garage or on a driveway located on a Lot. Owners and Occupants are prohibited from parking vehicles in yard areas or along the roadways

of the Community. Vehicles shall only be parked in Common Areas in designated parking areas authorized by the Board.

Boats of a reasonable length, as established in the sole discretion of the Board, may be parked on trailers within a garage or a driveway or in a side or rear yard of a Lot, provided, however, that (i) no more than two (2) boats may be parked or stored on any Lot, and (ii) boats and trailers may not be placed on a Lot in such a manner that they extend toward the street beyond the front façade of the residence (unless the residence is located on a street corner), unless otherwise approved by the Board. Owners and Occupants are prohibited from parking boats in front yard areas or along the roadways of the Community. Notwithstanding the foregoing, in recognition of the lot sizes and other unique features in the part of the Community sometimes referred to as Settlers Point (ie: those Lots which affront Crooked Wood Lane, Settlers Point, Crooked Wood Court, Briarberry Bluff, and Briarberry Cove), boats not exceeding 27 feet in length may be stored in the driveway or side of any residence, and boats exceeding 27 feet in length are prohibited from being parked on a Lot without prior written approval by the Board.

Disabled and stored vehicles are prohibited from being parked on any portion of the Community, except in garages. For purposes of this Declaration, a vehicle shall be considered “disabled” if it does not have a current license tag or appears to be inoperable.

Trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a “car” or “passenger vehicle” classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV’s and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriff’s, Marshall’s, or police officer’s vehicles marked as such, are also prohibited from being parked on the Community, except in garages. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Community during normal business hours for the purpose of serving any Lot or the Common Property; provided, however, no such vehicle shall remain on the Lot or Common Property overnight or for any purpose unless prior written consent of the Board is first obtained.

If any boat or vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association’s rules and regulations, the Board or agent of the Association may place a notice on the boat or vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the boat or vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the boat or vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or agent of the Association may have the boat or vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the boat or vehicle.

If a boat or vehicle is parked in a fire lane, is blocking another vehicle or access to a Lot, is obstructing the flow of traffic, is parked on any Common Areas not designated for parking, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of

the Association may have the boat or vehicle towed immediately. If a boat or vehicle is towed in accordance with this Section, neither the Association nor any Officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

The Board shall have the power and authority to enforce these provisions, including towing and booting, regardless of whether the roads in the Community are private or dedicated and/or conveyed to a public entity. Nothing herein shall require the Association to exercise self-help, and the Board, in its sole discretion, may fine for any parking violation instead of, or in addition to, towing or booting.

Section 10. Golf Carts and Other Motorized Recreational Vehicles. All users of golf carts and other personal transportation vehicles within the Community must comply with any golf cart rules or policy promulgated by the Board and all applicable regulations and ordinances pre-regulated by the State of Georgia and Chatham County, at all times.

Section 11. Garages. It is prohibited for an Owner or Occupant of a Residence that includes a garage to convert such garage to any other use. The doors of garages shall be kept closed at all times, except (i) during times of entry and exit from the garage, (ii) when someone is working in or around the garage, and (iii) that a space of two (2) feet or less may be left open to allow for entry and exit of household pets.

Section 12. Yard or Garage Sales. No yard sale, garage sale, flea market, or similar activity shall be conducted in any portion of the Community without prior written Board consent. If so permitted, any such activities shall be subject to all reasonable conditions that the Board may impose.

Section 13. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot or the Common Property, except that (i) a reasonable number of generally recognized household pets may be kept on a Lot and (ii) up to 4 chickens (no roosters) may be kept within an appropriate pen in the rear yard of a Lot in accordance with Chatham County regulations. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may be kept in fenced areas approved under Article VII or in areas where the pet is restricted by an electronic fence. Pets, other than household cats, must be kept on a leash at all times when on the Common Property and on the Lot of another Owner. When on the Common Property, pets must be under the physical control of a responsible person at all times. Feces left by pets upon any portion of the Community, including the Common Property and Lots, must be removed by the owner of the pet or the person responsible for the pet.

No non-domesticated species of animals, or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Community at any time. Furthermore, any pet that is permitted to roam free, or in the Board's sole discretion, endangers the health of any Owner or Occupant, or makes objectionable noise, or constitutes a nuisance or inconvenience to the Owners or Occupants or to the owner of any property located adjacent to such Owner or Occupants may be permanently removed by the Board from the Community upon

seven (7) days' written notice to the owner of such pet. If the Owner or Occupant fails to remove the pet from the Community, the Board may remove the pet. Notwithstanding the foregoing, any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any Community member may be removed by the Board without prior written notice to the pet's owner.

All Owners and Occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Without prejudice to the Board's right to remove any such household pets, the Board may prohibit a household pet that has caused damage or injury from being walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall also be registered, licensed and inoculated as required by law. Furthermore, any Owner or Occupant who keeps or maintains any pet upon the Community shall be deemed to have agreed to indemnify and hold the Association, its directors, Officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

Section 14. Prohibition of Damage, Nuisance and Noise. The Residences are built in close proximity to one another. As a result, noise and vibration may be detectable between Residences. Therefore, an Owner or Occupant shall not conduct activities within a Residence or on any portion of the Community in a manner that materially interferes with or causes disruption to the use and quiet enjoyment of another Residence by its respective Owner and Occupant. Furthermore, without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. Notwithstanding the foregoing, any siren or device for security purposes shall contain a device that causes it to automatically shut off within fifteen (15) minutes.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot on the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material may be kept on any portion of the Community that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the surrounding property. Furthermore, no noxious, destructive or offensive activity shall not be conducted within any portion of the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property in the Community. No Owner or Occupant shall maintain any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

No damage to or waste of the Common Property, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or Occupants of his or her Lot.

Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

Section 15. Unsightly or Unkempt Conditions. The pursuit of activities which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken on any part of the Community. Clothing, clotheslines, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Residence. Only appropriate outdoor items, such as neatly stacked firewood and patio furniture may be kept on the front porch serving the Residence, or on any other porch or patio visible to other Lots or roadways. Minor repairs to vehicles or boats, subject to all other restrictions contained herein, may be performed in the driveway of a Residence, so long as the vehicle or boat does not appear inoperable or the repairs are to such an extent that a reasonable person would consider the repair unsightly or likely to cause a disturbance or nuisance to the Community.

Section 16. Window Treatments. No foil or other reflective materials shall be used on any window for sunscreens, blinds, and shades or for any other purpose. The side of any window treatment that is visible from the outside of a Residence shall be white or off-white in color. Bed sheets and/or towels shall not be used as window treatments.

Section 17. Air Conditioning Units. Except as may be permitted by written consent of the Board, no window air conditioning units may be installed. Unless otherwise placed on a Lot by the Association, condensing units for air conditioners shall only be located in the rear or along the side of a Residence.

Section 18. Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Community; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

(a) No transmission antenna, of any kind, may be erected anywhere on the Community without written approval of the Board of Directors.

(b) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one (1) meter in diameter shall be placed, allowed or maintained upon the Community.

(c) DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time. Dishes must be placed in the least visually intrusive location as possible, preferably in the rear of the Lot, so long as doing so does not impair reception or unreasonably increase the cost of installation.

In the event of a transfer of a Lot which includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration,

the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 19. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board. In addition to those restrictions set forth in Article VII of this Declaration, the Board may issue guidelines detailing acceptable fence styles or specifications and locations. All applications for fencing shall be submitted in accordance with Article VII of this Declaration. Newly constructed fences or fencing-type barriers shall only be permitted in rear and side yards of Lots and shall not be located any closer to the street than the side of the Residence facing such street.

Section 20. Firearms and Fireworks. The display or discharge of firearms, bows, archery equipment or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted for the limited purpose of securely transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

Section 21. Abandoned Personal Property. Personal property, except for personal property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property or on the rights-of-way located within the Community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Property or on the rights-of-way located on the Community in violation of this Section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If personal property is removed in accordance with this Section, neither the Association nor any Officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

Section 22. Impairment of Residences and Easements. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any Residence or impair any easement or other interest in real property, nor do any act nor allow any condition to exist which will adversely affect the other Residences or their Owners or Occupants, including, but not limited to changing the grade of the property, filling in any drainage or ditch or pipe on a Lot, or any activity that may otherwise affect the drainage of the Community.

Section 23. Porches. No objects other than potted plants and patio furniture shall be placed on a porch visible from the street or from adjoining Lots. This prohibition applies to objects such as, but not limited to, bicycles, laundry garments, towels and objects other than potted plants and patio furniture, except as may be authorized by the Board.

Section 24. Grilling. Applicable state laws and local ordinances having jurisdiction over the Community shall govern the use of outdoor grills on any portion of the Community, including, without limitation, a porch located on a Lot.

Section 25. Drainage/Ditches. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. If drainage facilities, including, without limitation, ditches, swales, pipes, culverts, grating and/or headwalls are located on a Lot, the Owner of such Lot shall be responsible for maintaining such drainage facilities in good working order, ensuring that such drainage facilities, grating and/or headwall is clear of obstruction and debris to allow for proper drainage flow. Furthermore, no Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, pipes, culverts, storm sewers, or storm drains. The Association hereby reserves for the benefit of the Association and their respective successors and assigns a perpetual easement across the Community property for the purpose of altering drainage and water flow (with the permission of Chatham County, if necessary). If an Owner of a Lot fails to maintain drainage facilities on his/her Lot in good working order, the Association may perform the work necessary, in its sole discretion, and then charge that expense back to the Owner as a personal obligation, and said amounts shall be a lien upon the Lot, in accordance with Article IV, Section 5.

Section 26. Erosion Control; Contamination. No activity which may create erosion, siltation or storm-water run-off problems in any portion of the Community shall be undertaken on any Lot without the prior written approval of the Board of Directors or its designee of plans and specifications for the prevention and control of such erosion or siltation. Such plans and specifications shall be designed by a professional engineer licensed in the State of Georgia and all costs and expenses related thereto shall be borne exclusively by the Lot Owner. The Board of Directors or its designee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion, siltation or storm-water run-off. Such means may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, clean-up activities and requiring landscaping as provided for herein. No activity which results in contamination of or any damage to any stream, water course or any other Lot shall be conducted on any Lot, and each Owner shall be liable for all resulting damages from such activity and for restoration of a property damaged from contamination resulting from or attributable to such activity.

Section 27. Lagoons. This Section and the rules and regulations adopted by the Board, to the extent applicable, shall govern the use of the Lagoons.

(a) No Owner shall take any action, including, but not limited to, polluting the Lagoon, adding chemicals or detergent to the Lagoon, placing debris and/or vegetation in the Lagoon, or taking or failing to take such actions that would detrimentally affect the condition of the Lagoon. No Owner shall take any action to either increase the amount of siltation entering the Lagoon or reduce or raise the levels of the Lagoon.

(b) Swimming, boating, or any recreational activities, unless expressed permitted herein below are specifically prohibited in the Lagoon.

(c) Retaining walls and similar structures shall not be installed without the prior written approval of the Board.

(d) Owners and Occupants may fish in and around the Lagoons using rods and reels; provided; however, the Association may adopt rules and regulations restricting fishing in and around the Lagoons. All fishing in Lagoons shall be catch and release only. Bow fishing is strictly prohibited. No Person shall stock the Lagoons with fish or other wildlife, or otherwise introduce any fish or other wildlife to the Lagoons, without the written approval of the Board.

(e) No docks or other structures shall be built in or around any Lagoon;

(f) Kayaks, canoes and boats less than twelve (12) feet in length, manually powered, are permitted in the Lagoons at the operator's own risk. Gas powered boats are strictly prohibited.

(g) Owners are prohibited from withdrawing water from the Lagoons for irrigation of the lawns and gardens located on a Lot; provided, however, the Association may withdraw water from the Lagoons for irrigation of the Common Property or other areas which are the maintenance responsibility of the Association.

(h) No geothermal devices used for the purpose of heating a Residence or other improved structure located on a Lot shall be installed or placed in the Lagoon.

The Owners, the Association, the Board, and the officers, directors, members, employees, and agents of any of them, shall not be held liable in any manner whatsoever for, and hereby disclaims any and all such liability and responsibility for, any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the Lagoons. Each Owner of a Lot, by acceptance of a deed therefore, on behalf of such Owner and such Owner's family members, guests, and invitees, hereby agrees not to bring any action or suit against other Owners (and such Owners' family members, guests, and invitees), the Association, the Board, or the officers, directors, members, employees, and agents of any of them, and hereby releases, remises, quitclaims, and covenants not to sue any or all of the foregoing, for any claims, demands, and causes of action arising out of or in connection with the authorized or unauthorized use of the Lagoon and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

Notwithstanding anything contained in this Declaration to the contrary, the Board, in enforcing the use restrictions contained in this Article or in promulgating, adopting or enforcing rules and regulations, may apply a stricter standard to any Lot which adjoins, abuts or contains any portion of the Lagoon, if, in the discretion of the Board, such is necessary to uphold the appearance of the Community, and the appearance and functionality of the Lagoons.

Section 28. Recreational Facilities.

(a) Pool Facility Rules.

(i) Only residents, non-resident Owners and their guests have rights to access and use the Pool Facility.

(ii) Residents who invite guests to use the Pool Facility must accompany such guests while they are using the Pool Facility.

(iii) The Board reserves the right to employ a sign-in book, access code, or other method of tracking users of the Pool Facility.

(iv) Any party, which includes any group of more than six (6) guests, or meeting to be located at the Pool Facility and/or the Common Property surrounding the Pool Facility must be registered with the Board in advance pursuant to the Board's requirements. The Board may charge a fee for such use of the Pool Facility and require a deposit for damage and clean-up.

(v) All users of the Pool Facility must comply with all State laws and local ordinances related to the pool use, posted pool rules, any and all rules and regulations related to the Pool Facility adopted by the Board, and all directives of the lifeguards on duty, at all times.

(b) Community Dock.

(i) Eligibility. Only Owners or a tenant designated in writing by the Owner, with a current boat registration provided by the Association, may dock a boat at the Community Dock. The boat to be docked must be owned solely by, and registered in the name of, the Owner or designated tenant. Boats owned in whole or in part by anyone other than the Owner or designated tenant may not be kept at the Community Dock. This prohibition shall not apply to boats which are part of a fleet of boats owned and insured by a corporate entity ("Boat Club") of which the Owner or designated tenant is a member and entitled to coverage under the Boat Club's insurance.

(ii) Dock Space. Space will be available on a first-come, first-served basis and only if an appropriate size space for the boat is available. Only one (1) boat per Residence is allowed at the Community Dock at a time. Boats greater than thirty-five (35) feet in total length are prohibited from parking at the Community Dock.

(iii) Liability. Anyone docking a boat at the Community Dock agrees to accept full responsibility and liability for any damage to property or personal injury related in any way to the docking of a boat or any other use of the Community Dock.

(iv) Maintenance. Boats kept at the Community Dock will be maintained so as to present a neat and clean appearance and to pose no unreasonable threat to the safety of persons or property.

(v) Dock Rules. All users of the Community Dock must comply with all posted dock rules any and all rules and regulations related to the Community Dock, and all applicable regulations of the State of Georgia, and Chatham County, at all times.

(vi) Parking Area. Trailers may only be parked in areas designated for parking by the Board. Parking of trailers overnight in the area of the Community Dock or any other portion of the Common Property is strictly prohibited unless explicitly authorized by the Board.

(vii) Non-compliant boats. Any boat owner found to be in non-compliance with any provision of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Board of Directors is subject to fines, loss of dock privileges and removal and storage of the boat from the dock at the boat owner's expense and risk.

(viii) Procedure for obtaining boat registration. Individuals desiring to dock a boat at the Community Dock must do the following prior to bringing the boat to the Community Dock:

(A) Complete the boat registration application form and provide it to the Board. Misrepresentation of any pertinent facts regarding the boat such as overall length, ownership, insurance coverage, etc. shall be grounds for immediate withdrawal of the boat sticker and approval for use of the dock.

(B) Provide the Association with a copy of the boat's current state registration papers showing the boat owner's name and the state registration number.

Section 29. 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 Owner shall have any property right or interest in any such Lagoon, lake, canal, or river unless the conveyance for the Association specifically so provides. 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. Any approval or certification required by law (i.e., approval by the Georgia Department of Natural Resources) is a condition precedent before any plans will be approved. A list of all materials to be used in construction must be submitted.

(b) 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.

(c) In any event, no Owner shall affect 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. Unless otherwise agreed with the Association in writing, the Owner of each Lot or area abutting 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 Association 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.

(d) 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.

Section 30. Guard House. The Community is guarded by the Guard House presently located at the entrance to the Community. The Guard House is for the benefit of the Owners. The following rules shall apply to the Guard House.

(a) All Owners must have a current window sticker located on their vehicle, or such other device as required by the Board for ingress and egress through the automated gate system, including, but not limited to, RFID systems. To acquire a sticker, Owners should contact the Guard House.

(b) Automatic gate accessing systems must be removed from all cars that are sold to non-association members. It is the responsibility of each Owner to make sure the Association is made aware of all changes of ownership of either an automobile or a Residence.

(c) If Owner intends to have a party and invite guests who are not members of the Association; then the Guard House must be notified and provided with a list of names of all anticipated guests. Any guest who is not listed by the Owner will not be allowed to enter without approval from Owner.

(d) The Association reserves the right to suspend automatic gate privileges for Owners who violate the Governing Documents.

Section 31. Hunting. The killing or trapping of wildlife of any kind within the Community is expressly prohibited except for the trapping of nuisance rodents, opossums, and raccoons, which is allowed to the extent authorized by applicable law. Violators will be prosecuted in accordance with the local laws governing all game and non-game species of wildlife.

Section 32. Sharing the Road. All vehicles should yield the right-of-way to all bikers, walkers, and joggers. Residents should be careful and should refrain from any driving habits that may endanger lives. Reminder, the pedestrian always has the right-of-way.

Section 33. Maintenance, Repair and Construction Work. All maintenance, repair, improvement and construction work performed on the exterior of a Residence, or on the interior of a Residence if sounds of such work are audible from outside the Residence, must be performed between the hours of 7:00 a.m. and 8:00 p.m. EST, Monday through Saturday. Such work is prohibited on

Sunday, unless said work is of such a nature that it does not impose a nuisance to neighboring properties, in the sole discretion of the Board. Routine yard maintenance, pressure washing, and similar routine activities undertaken by the Owner are permitted between the hours of 8:00a.m. and 8:00p.m. on Sundays.

Section 34. Lawn Maintenance Hours. All lawn maintenance shall be performed between the hours of 7:00 a.m. and 8:00 p.m. EST on Monday through Saturday, and 8:00a.m. to 8:00 p.m. on Sundays to the extent the work is performed by the Owner.

Section 35. Holiday Decorations. All holiday decorations must be removed within a reasonable period following the holiday. All Christmas and Hanukkah decorations must be removed from site from any road or neighboring property by January 31 of each year.

Section 36. Drones. Drones and other personal flying craft shall not be flown over privately owned property other than the operator's property and Common Property for so long as such operation doesn't infringe upon the privacy of others or become a nuisance in the sole discretion of the Board.

Section 38. Dumpsters. Roll off boxes, PODS, temporary storage units, and dumpsters are prohibited without prior written approval from the Board. The Board may, in its discretion charge a reasonable fee for the placement of roll of boxes, PODS, temporary storage units, and dumpsters within the Community.

ARTICLE IX

Leasing

Residences may be leased for residential purposes only. Residences may only be leased in their entirety, i.e., partial leases or the leasing of certain rooms within a Residence is strictly prohibited. All leases shall have a minimum term of three (3) months or be associated with the sale of the home (e.g., buyer renting back to a seller after closing). "Short Term" and "Vacation Rentals" are strictly prohibited. A copy of all leases, together with contact information for each Occupant, including phone number and e-mail address, shall be given to the Board of Directors, or its designee (e.g., HOA manager) by the Owner of the Residence within thirty (30) days of entering into a lease. All leases shall require that the lessee acknowledge receipt of a copy of the Declaration, Bylaws and rules and regulations of the Association and shall also obligate the lessee to comply with these documents.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event

the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Residence and the Owner thereof.

When an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to Owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Article IV herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Article X **Maintenance**

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall be deemed to include the following:

- (a) maintenance, repair, and replacement of the Common Property and all improvements located thereon;
- (b) maintenance and repair of all water and sewer pipes or facilities that serve more than one (1) Lot to the extent that such pipes and facilities are not maintained by the Owner as set forth below or by public, private, or municipal utility Association;
- (c) maintenance and repair of all road ways and right-of-ways within the Community to the extent said road ways are not publicly dedicated;
- (d) landscaping within public and private rights-of-way within the Community.
- (e) the Lagoons and wetlands located within the Community which serve as part of the storm water drainage system for the Community.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice that may leak or flow from any portion of the Area of Common Responsibility or from any pipe, drain, conduit, appliance or equipment that the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property that may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section 1 where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements that are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Lot resulting from performance of work that is the responsibility of the Association. Such repair and subsequent cleaning shall be performed based on a reasonableness standard and at the sole discretion of the Board of Directors. In performing its responsibilities hereunder, the Association shall have the authority to delegate such Persons, contractors or agents of its choice, such duties as are approved by the Board of Directors.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, then the Association may perform the maintenance, repair or replacement at the expense of the Owner.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, each Owner shall maintain and keep in good repair, in accordance with the Community Wide Standard, his or her Lot, and all improvements located thereon. Owner shall maintain, repair, replace and keep free of debris, all drainage facilities, including, without limitation, ditches, swales, pipes, culverts and drains, and shall be responsible for ensuring property drainage flow across such Owner's Lot. In addition, the Owner shall maintain, repair and replace all pipes, lines, ducts, conduits, or other apparatus that serve only the Lot located within the Lot's boundaries or, if located outside the Lot's boundaries, the portion of the pipe from the cutoff valve serving the Lot (including all gas, electricity, water, sewer and other apparatus and the cut off valves for same serving only the Lot). The Owner shall also maintain, repair and replace all structures on their Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Any maintenance that involves an exterior change, including, without limitation, landscaping and planting or repainting of the exterior of improvements in a different color, shall require prior approval of the Board or its designee pursuant to Article VII of this Declaration.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property by an Owner or Occupant that is the responsibility of the Association hereunder (including, but not limited to, landscaping of Common Property) shall be performed at the sole expense and risk of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

Each Owner shall be obligated:

(a) To perform Owner's maintenance responsibility in such a manner so as not to unreasonably disturb other persons on other Lots.

(b) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(c) Not to make any alterations or do anything with respect to the exterior or interior of the Lot that might jeopardize or impair the safety or soundness of any Lot without first obtaining the written consent of the Board of Directors and all Owners and Mortgagees or the Lots affected, nor shall any Owner impair any easement without first obtaining written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit such easement exists.

(d) To pay for the cost of repairing, replacing or cleaning up any item that is the responsibility of the Owner but that responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Owner's next chargeable assessment.

(e) To aid and assist the Association and its agents and employees as requested by the Association or its agents and employees, including, without limitation, removing, covering, shielding, or otherwise protecting any and all personal property in the areas to be maintained or repaired by the Association and its agents and employees in order for the Association and its agents and employees to conduct its maintenance and repair obligations in the Community. The Association and its agents and employees shall not be liable for any injury, damage or loss to such personal property that is not removed, covered, shielded or otherwise protected by the Owner or Occupant of the Lot on which such personal property is located as requested by the Association or its agents and employees.

Section 3. Failure to Maintain. If the Board of Directors determines that: (a) any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair or replacement of items of which he or she is responsible hereunder; or (b) that the need for maintenance, repair, or replacement which is in the Area of Common Responsibility is caused through the willful or negligent act of any Owner, his or her family, guests, lessees, or invitees, and is not covered or paid by insurance, in whole or in part, then the Association may provide

any such maintenance, repair or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Lot, and shall be collected as provided herein for the collection of assessments.

Section 4. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary as the composition of the Board changes. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

Article XI **Mortgage Provisions**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number) (therefore becoming an "Eligible Mortgage Holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss that affects a material portion of the Community or that affects any Lot on which there is a Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association that is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action that would require the consent of a specified percentage of Mortgage holders.

Section 2. Amendments to Documents. The approval of Eligible Mortgage Holders on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a Mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation, or to add material provisions thereto which establish, provide for, govern, or regulate any of the following:

- (i) expansion or contraction of the Community or the addition, annexation, or withdrawal of property to or from the Community;
- (ii) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;
- (iii) any provisions included in the Declaration, Bylaws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 5. Applicability of this Article. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

Article XII **Easements**

Section 1. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and for maintenance use of any permitted encroachment, as between each Lot and adjacent portion of the Common Property or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration). The easement shall be three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. However, an easement for encroachment shall not exist if the willful conduct by an Owner, Occupant, or the Association caused the encroachment.

Section 2. Easements for Use and Enjoyment.

(a) Every Owner of a Lot shall have a right and easement of entry and exit, use and enjoyment in and to the Common Property that shall be appurtenant to and shall pass with the title to his Lot, subject to the following provisions:

(i) the right, but not the obligation, of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(ii) the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Community for any period during which any assessment against his or her Lot that is provided for herein remains unpaid and for a reasonable period of time for a violation of the Governing Documents;

(iii) The right of the Association to suspend the automated gate access privileges of an Owner for any period during which any assessment against his or her Lot that is provided for herein remains unpaid, and for a reasonable period of time for a violation of the Governing Documents thereby requiring such manner customary for guests entering the Community.

(iv) the right of the Association to borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Community.);

(v) the right of the Association to dedicate or grant permits, licenses or easements over, under, through and across the Common Property to (a) utility providers, (b) persons for use and enjoyment upon payment of Assessments or other fees as determined in the sole discretion of the Board, and (c) governmental entities for public purposes; and;

(vi) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of the Owners of at least two-thirds ($\frac{2}{3}$) of the Lots and the consent of Association.

(b) Any Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her

tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the Occupants of the Owner's Lot, if leased.

Section 3. Easements for Street Lights and Utilities. There is reserved to the Association, blanket easements upon, across, above and under all Lots on the Community for access, ingress, egress, installation, repairing, replacing and maintaining all utilities and services servicing more than (1) Lot, including, but not limited to, any irrigation system and all street lights serving the Common Property, and reading meters for: (a) all utilities serving the Community or any portion of the Common Property, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, (b) water runoff and storm drainage systems, (c) street lights, and (d) any other services such as, but not limited to, a master television antenna system, cable television system, master satellite system or security system that may be installed to serve the Community. It shall be expressly permissible for the Association, or the designee of the Association, to do or to authorize the installation, repairing, replacing, and maintaining of the wires, conduits, cables, bulbs and other equipment related to providing any such utility or service. Should a party furnishing any such utility or service request a specific license or easement by separate recordable document or Board, shall have the right to grant such easement.

It shall also be expressly permissible for any agent or employee of any utility company to enter onto a Lot to read any utility meter. In the event a meter on a Lot is in a gated or fenced in area, such Owner shall provide the Association with a key to such area, to be used by the utility company. The Association shall not be liable for any loss or damage due to its holding such key or use of such key for the purposes described above and each Owner shall indemnify and hold harmless the Association, and its Officers and directors against any and all expenses, including reasonable attorneys' fees actually incurred by or imposed upon, the Association or its Officers or directors in connection with any action, suit or other proceeding (including settlement of such action, suit or proceeding) brought by the Owner or the Owner's family, tenants, guests, employees, invitees or licensees against the Association, its Officers or directors, arising out of or relating to its holdings or use of such key for the purposes described above.

Section 4. Easement for Emergency Entry. In addition to the right of the Board to exercise self-help as provided in the Association's legal instruments, the Board shall have the right, but not the obligation, to enter upon any property on the Community for emergency, security, and safety reasons. This right may also be exercised by the agents of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition that may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition after request by the Board.

Section 5. Easement for Association Maintenance. The Association expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, including Lots, determined in the sole discretion of the Board, as are necessary to allow for the maintenance required under this Declaration, including, without limitation: (a) an easement over Lots on which landscape easements, sign easements or utilities easements are located as shown

on the Plat for maintenance of such easement areas; (b) an easement over Lots to perform maintenance as provided in Article X; and (c) an easement over Lots to allow for maintenance of the Lagoons, wetlands, dock, and shorelines located within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6. Easements for Tree and Landscape Maintenance. The Association expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, including Lots, determined in the sole discretion of the Board, as are necessary to allow the maintenance and pruning of trees and shrubbery growing into, obstructing or interfering in any travel on or visual corridors from, the private streets and rights-of-way within the Community.

Section 7. Easements for Lagoon Maintenance and Flood Water. The Association reserves for itself and its designees the nonexclusive right and easement, but not the obligation, to enter upon the Lagoons and the area surrounding the Lagoons reasonably necessary to construct, maintain, and repair any structure or equipment for retaining water, including, without limitation, any bulkhead, wall, or dam, and remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Association and their designees shall have an access easement over and across any of the Lots abutting any portion of the Lagoons to the extent reasonably necessary to exercise their rights under this Section. In order to allow the exercise of rights created pursuant to this easement concerning the maintenance of the Lagoons, no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of the Lagoon without the prior written approval of the Board or its designee.

There is further reserved herein for the benefit of the Association, and its designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Property and Lots (but not the Residences located thereon) adjacent to or within fifty (50) feet of the low-water mark of the Lagoons in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the Lagoons; (c) maintain and landscape the slopes and banks pertaining to the Lagoons; and (d) enter upon and across such portions of the Lots for the purpose of exercising their rights under this Section. All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Association or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Section 8. Easement for Entry Features and Street Signs. There is hereby reserved to the Association, and the designee of either, an easement over and upon all of the Community including the Lots, for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and street signs for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and the right to grade the land under and around the entry features.

Section 9. Public in General. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of

the general public; provided, however, that nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Official Records. The Board hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days' prior written notice (that may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

Article XIII **Amendment to Declaration**

Section 1. Amendment by Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the Total Association Vote.

Section 2. Amendment by the Board. The Board, without the necessity of a vote from the Owners, may amend this Declaration for the purpose of thereafter complying with the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., or to comply with any applicable state, city or federal law, including, but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association, the Department of Housing and Urban Development and the Veterans Administration.

Section 3. Consent. When Owner consents to any amendment to this Declaration or then By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 4. Validity and Effective Date. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted in no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Official Records within one (1) year of the date of recordation of such amendment.

ARTICLE XIV **GENERAL PROVISIONS**

Section 1. Submission to Act. The Association, all Lots in the Community, and all Owners and Mortgagees shall be subject to the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as now or hereafter amended (hereinafter referred to as the

“Act”). Hereafter, the Association and all Owners and Mortgagees shall be entitled to the benefits, and subject to the provisions, of the Act.

Section 2. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one percent (51%) of the Owners execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. § 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two (2) years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section.

Section 3. Dispute Resolution. Any Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or Occupant files any lawsuit against the Association, the Board, any director, or any agent of the Association. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner’s or Occupant’s grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date no less than seven (7) or more than twenty-one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 4. No Discrimination. No action shall be taken by the Association or the Board of Directors that would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

Section 5. Indemnification. In accordance with the Georgia Nonprofit Corporation Code, and to the full extent allowed by Georgia law, the Association shall indemnify every person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such person is or was serving as a director or Officer of the Association, against any and all expenses, including reasonable attorneys’ fees actually incurred or imposed upon in connection with any action, suit, or proceeding, if such person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification shall be made by

the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

Section 6. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate the right or privilege.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of England.

Section 8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision that can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 9. Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 10. Disclosures. Each Owner and Occupant acknowledges and understands the following:

(a) Since in every Community, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Community that an Owner or Occupant may find objectionable and that it shall be the sole responsibility of an Owner and Occupant to become acquainted with Community conditions that could affect the Lot.

(b) The Community may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

Section 11. Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged construction defect (as such term is defined in O.C.G.A. § 8-2-36) in any Lot, Residence, or the Common Property, or any damage allegedly sustained by any Owner by reason thereof, except the Association may bring an action against a contractor, to recover damages resulting from construction defects in any of the Common Property. Such action may only be maintained after:

- (i) A vote or written agreement of the Owners of at least a majority of the Total

Association Vote;

- (ii) The Board and contractor have met in person and conferred in a good faith attempt to resolve the Association's claim or contractor has definitively declined or ignored the requests to meet with the Board; and
- (iii) The Association has otherwise satisfied all of the pre-action requirements for a claimant to commence an action as set forth in O.C.G.A. § 8-2-35, et seq.

Section 12. Captions. The captions of each Article and Section of this Declaration, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 13. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 14. Preparer. This Declaration was prepared by Mathew M. McCoy, McCorkle, Johnson & McCoy, LLP, 319 Tattnell Street, Savannah, Georgia 31401.

Section 15. Joinders of Annexed Properties. Certain pieces of real property commonly known as Grimbball Point, Horse Hammock, and 65 Mulberry Bluff Drive, were never submitted to a Declaration of Covenants and Restrictions for Dutch Island. Accordingly, the owners of Lots within these portions of Dutch Island are not members of the Dutch Island Homeowners Association, Inc. Owners of these properties are entitled to execute a joinder to submit their property to the Declaration and incorporate their property into the property submitted to this Declaration and described in Exhibit "A." Executed joinders shall be recorded in the real property records of Chatham County, Georgia, with a cross reference to this Declaration, and any legal description attached thereto shall be incorporated into Exhibit "A," by this reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the duly appointed representative of Association herein, have executed this instrument and affixed the corporate seal this ___ day of _____, 2023.

**DUTCH ISLAND HOMEOWNERS
ASSOCIATION, INC.,**
a Georgia non-profit corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

Signed, sealed and delivered
this _____ day of _____,
2024, in the presence of:

Notary Public
My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF THE SUBMITTED PROPERTY

