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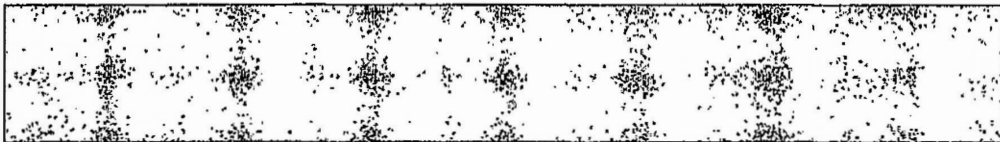
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STATE OF GEORGIA
COUNTY OF GLYNN

Cross Reference: Deed Book: 442
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AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS

HAWKINS ISLAND



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STATE OF GEORGIA
COUNTY OF GLYNN

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
HAWKINS ISLAND

WITNESSETH

WHEREAS, sea Island Company, a Georgia Corporation ("Company") filed a Declaration of Covenants and Restrictions Hawkins Island ("Declaration") on June 9, 1998, recorded in Deed Book 442, Page 175 of the Glynn County, Georgia land records, which submitted the Phase 1 property; and

WHEREAS, Company filed the following amendments to the Declaration for the purpose of submitting additional phases to the Declaration:

		<u>Deed Book/Page</u>	<u>Date</u>	<u>Plat</u>
1. First Amendment	Phase II	0551/175	02/25/99	Drawer 24, Page 355
2. Second Amendment	Phase III	0621/164	10/12/99	Drawer 25, Page 172
3. Third Amendment	Lot 70	0716/599	10/12/100	Drawer 26, Page 160
4. Fourth Amendment	Phase IV	0723/260	11/02/100	Drawer 27, Page 11

WHEREAS, Article X, Section 6 of the Declaration provides the Declaration may be amended by the affirmative assent or vote of not less than 75% of the owners of Lots;

WHEREAS, at least 75% of the Lot Owners approved this Amended and Restated Declaration of Covenants and Restrictions Hawkins Island; and

WHEREAS, these amendments do not alter, modify, change or rescind any right, title, interest or privilege held by any first mortgage holder on any Lot; provided, however, if a court of competent jurisdiction determines that these amendments do so without such first mortgage holder's consent, then these amendments shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Restated Declaration prior to these amendments shall control with respect to the affected first mortgage holder;

NOW, THEREFORE, the Declaration and all amendments thereto, are hereby stricken in their entirety and the following is simultaneously substituted therefor which shall be known as the Amended and Restated Declaration of Covenants and Restrictions Hawkins Island:

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ARTICLE 1. NAME

The name of the Community is Hawkins Island, which is a residential property owners' development.

ARTICLE 2. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration, the **BM** Laws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the **ByLaws**, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code.

Section 2.1. Architectural Review Committee or ARC shall mean the committee established to exercise the Architectural Review powers set forth in Article 11 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Review Committee.

Section 2.2. Area of Common Responsibility means the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person become the maintenance responsibility of the Association.

Section 2.3. Articles or Articles of Incorporation shall mean the Articles of Incorporation of Hawkins Island Property Owners' Association, Inc., filed with the Secretary of State of the State of Georgia.

Section 2.4. Assessments shall mean the sum charged to owners to be used for any purpose the Board of Directors determines will benefit the Owners, which includes, but is not limited to Common Expenses for the management of the affairs of the Association and insurance as provided herein, as well as the maintenance of the reserve fund the Board has established to cover major repair, maintenance, and replacement of Common Property, deficiencies, and unforeseen contingencies.

Section 2.6. Association shall mean Hawkins Island Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2.6. Association Legal Documents means this Declaration and all exhibits hereto, the By-Laws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

Section 2.7. 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.

Section 2.8. Bylaws shall mean the Bylaws of Hawkins Island Property Owners Association, Inc.

Section 2.9. Common Expenses means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred

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for maintaining, repairing, replacing, and operating the Common Property. Examples of Common Expenses include, but are not limited to, the costs to maintain the roads, gate, gate house, fence, walls, and Common Property landscaping.

Section 2.10. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 2.11. Community means that real estate which is subject to the provisions of this Declaration, as described in Exhibit A attached hereto and incorporated herein by reference.

Section 2.12. Community Wide Standards and Design Guidelines shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community as well as those specific requirements applicable to the initial construction, modification, or removal of a Dwelling. Such standards may be more specifically determined by the Board and the ARC.

Section 2.13. Declaration means this Amended and Restated Declaration of Covenants and Restrictions Hawkins Island.

Section 2.14. Director means a member of the Association's Board of Directors.

Section 2.15. Domestic Partner means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

Section 2.16. Dwelling shall mean any building situated on a Lot designated and intended for use and occupancy as a single-family residential home.

Section 2.17. Effective Date shall mean the date that this Declaration is recorded in the Official Records.

Section 2.18. Lot shall mean any plat of land in the Community, whether or not improvements are constructed thereon, which constitutes a single family Dwelling site as shown on the Plats. Each Lot consists of a Lot and all Improvements thereon, including but not limited to, a Dwelling, driveways and garages.

Section 2.19. Majority Vote shall mean those eligible votes, Owners, or other group as the context may indicate totalling more than fifty percent (50%) of the total eligible number. Unless otherwise stated, votes shall be by Majority Vote.

Section 2.20. 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.

Section 2.21. Mortgagee or Mortgage Holder shall mean the holder of a Mortgage.

Section 2.22. Occupant means any person staying overnight in a Dwelling for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

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Section 2.23. Official Records shall mean the official land records of the Clerk of the Superior Court of Glynn County, Georgia.

Section 2.24. Owner means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.

Section 2.25. Person shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

Section 2.26. Plats means those plats of the survey relating to the Community filed in the Glynn County, Georgia land records, and any amendments or supplements thereto. All of the Plats of survey are incorporated herein by this reference.

Section 2.27. Total Association Vote shall mean all of the eligible votes attributable to members of the Association as of the record date of such action.

Section 2.28. Violator means any Owner who violates any provision of the Association Legal Documents and any Owner's family member, guest or Occupant or Domestic Partner who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

ARTICLE 3. PROPERTY SUBJECT TO THIS DECLARATION

Section 3.1. Submitted Property. The real property in the Community subject to this Declaration is located in Glynn County, Georgia, as further described on Exhibit A.

Section 3.2. Partition of Common Property. The Common Property shall remain undivided, and no Owner or any other Person, shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all owners and all holders of all Mortgages encumbering any portion of the Community.

Section 3.3. Additional Property. No additional property may be submitted to the Community without the approval of the Owner of the property and by a Majority Vote of the membership. If approved, a supplemental declaration shall be filed which submits the additional property.

ARTICLE 4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. The ownership of each Lot shall include, and there shall automatically pass with the title to each Lot as an appurtenance thereto, whether or not separately described, membership in the Association and all of the rights and interest of an Owner in the Common Property, as herein provided. The Association shall have one class of membership. Each Owner shall be a member of the Association. This does not include persons who hold an interest merely

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as security for the performance of an obligation. The giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned in the Community.

Section 4.2. Voting. The Owner(s) of each Lot shall be entitled to one equally weighted vote for each Lot, which vote may be exercised and suspended as provided in this Declaration and the By-Laws. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Secretary prior to any meeting. If the Secretary is not instructed, the Lot's vote shall be suspended in the event more than one (1) Owner of a Lot attempts to cast that vote.

ARTICLE 5. ADMINISTRATION OF THE COMMUNITY

Section 5.1. Association Rights and Obligations. The administration of the Community, the maintenance, repair, renovation, and operation of the Common Property and those acts required of the Association by this Declaration shall be the responsibility of the Association, and such administration shall be pursuant to the provisions of this Declaration and the By-Laws and Articles of Incorporation of the Association. The powers herein or elsewhere granted to the Association may be exercised by the Board of Directors, acting through officers, without any further consent or action on the part of the Owners unless otherwise specifically provided herein. Notwithstanding the duty of the Association to maintain, repair, renovate, and operate the Common Property, the Association shall not be liable for injury or damage caused by any condition of the Common Property nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner for injury or damage caused by such officer or director in the performance of his duties unless due to the gross misfeasance or malfeasance of such officer or director.

Section 5.2. Powers of the Association. Unless otherwise provided, the Association, acting through its Board of Directors, shall have the right and authority to take all actions permitted by this Declaration, the Bylaws, and the Georgia Nonprofit Corporate Code.

ARTICLES. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

Section 6.1. General Allocations. Except as provided below, or elsewhere in the Association Legal Documents, the amount of all Common Expenses shall be assessed against all the Lots equally.

Section 6.2. Power to Impose. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

Section 6.3. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the By-Laws.

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All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), as provided in Section 6.8 shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Section 6.4. Computation of Operating Budget and Assessment. To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community for that fiscal year, which may include a reserve contribution. The Board of Directors shall also prepare annually an operating income and expense statement for the prior fiscal year and a reserve fund statement showing reserve fund expenditures for the previous year, the current reserve fund balance, and a multi-year projection of reasonably anticipated reserve fund expenditures. Reserve fund projections shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected or replacement cost.

The Board shall provide the operating budget, as well as the amount of the annual assessment, the income and expense statement, and the reserve fund statement to the Owners not less than 30 days nor more than 60 days before the due date of the annual assessment, or the first installment thereof. The budget and the annual assessment for the upcoming fiscal year shall become effective unless, before the due date of such assessment, a majority of the Total Association Vote disapprove the budget.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. Notice of the disapproval shall be given to all of the members within ten (10) days of the date of the decision. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of common expenses and contributions to reserve funds on which the Board establishes the annual assessment. If during any calendar year the then current annual assessment proves to be inadequate to cover the common expenses of the Community, the Board of Directors shall determine and establish any additional assessment and the date on which it shall be due and shall give written notice of such increase to each owner at least thirty (30) days prior to the date on which such additional assessment is due.

Unless otherwise provided by the Board of Directors, the amount of annual assessments shall become due and payable yearly commencing on January 1st each year.

Section 6.5. Date of Commencement of Regular Assessments. The regular assessments provided for herein shall commence as to all Lots in the Community, or any addition to or extension or enlargement thereof, on the first day of the month following the conveyance of the Lot within the Community to an individual owner. The regular assessments as to Lots shall be due and payable with respect to all such Lots on the first day of the month following the conveyance of the Lot to that

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owner.

Section 6.6. Special Assessments. In addition to all other assessments and charges provided for herein, the Association may levy special assessments against all Owners for any purpose from time to time; provided, however, that such special assessment must first be approved by at least fifty-one percent (51%) of the Total Association Vote. The vote shall be conducted by written ballot in lieu of a meeting pursuant to the By-laws.

Section 6.7. Specific Assessments. Notwithstanding the above, the Board of Directors shall have the power but shall not be obligated to levy specific assessments as, in its discretion, it shall deem appropriate. Specific assessments shall include, but not be limited to, fines levied pursuant to this Declaration, and the costs of maintenance performed by the Association for which the Owner is responsible under Section 12.3 and Section 12.4 of this Declaration.

Section 6.8. Delinquent Assessments. All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 15 days of the due date, or such later date as may be provided by the Board of Directors:

(a) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, may be imposed without further notice or warning to the delinquent Owner;

(b) interest at the rate of 10% per annum shall accrue from the due date;

(c) if paid in installments, upon notice to the Owner, the Board may accelerate and declare immediately due any unpaid installments of that owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

(d) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a lot.

No Owner may waive or otherwise exempt himself or herself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, 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

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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.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

Section 6.9. 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 and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees 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 reasonable fee, 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, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

ARTICLE 7. INSURANCE AND CASUALTY LOSSES

Section 7.1. Property Insurance. The Board of Directors shall obtain property insurance for all insurable improvements on the Common Property or required to be maintained by the Association. This insurance shall include, at a minimum, coverage for fire, wind, storm, hail, vandalism, malicious mischief and civil commotion and if obtainable at a reasonable cost the coverage shall be in an amount sufficient to cover the full replacement cost of such insurable improvements. Alternatively, the Board may purchase "special form" coverage in like amounts.

Section 7.2. Association Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their capacities as such, with a combined single limit of at least \$1,000,000.00.

Section 7.3. Directors' and Officers' Liability Insurance. The Board shall obtain a Directors and Officers liability insurance policy with a limit of at least \$1,000,000.00.

Section 7.4. Theft Insurance. The Board shall obtain insurance on Directors, Officers, employees, and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association. If reasonably available, the insurance shall cover at least one-quarter of the annual assessments from all members plus the reserve funds in the custody of the Association at any time during the term of the policy. The policy must provide that it may not be canceled, substantially modified or subject to non-renewal without at least 30 days prior written notice to the Association.

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Section 7.5. Additional Association Insurance. The Board may obtain such additional insurance as it deems appropriate.

Section 7.6. Premiums and Deductibles on Association Policies. Premiums for all Association Insurance shall be a Common Expense. The policies may contain reasonable deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the Insurance equals the full replacement cost of the insurable Improvements.

Section 7.7. Insurance on Lot and Dwelling. Each Owner is solely responsible for obtaining Insurance on his or her Lot and Dwelling.

ARTICLES. DAMAGE AND DESTRUCTION

Section 8.1. In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by Insurance written in the name of the Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such Insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or Improvements necessary to comply with applicable building codes.

Section 8.2. Repair and Construction. Any damage or destruction to property required to be covered by Insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the Insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(a) Insurance Proceeds Insufficient to Fund Repairs and Reconstruction. If the damage or destruction for which the Insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against the Owners of all Lots. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

(b) Insurance Proceeds Greater Than Cost of Repair and Reconstruction. If the funds available from Insurance exceed the costs of repair or reconstruction or if the Improvements are not repaired or reconstructed, such excess shall be allocated to the reserve fund.

(c) Disposition of Property upon Determination not to Repair or Reconstruct. In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative Improvements are authorized, then and in that event the property shall be maintained as an undeveloped portion of the Community by the Association

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In a neat and attractive condition.

Section 8.3. Damage to Dwelling. Damage to the exterior of a Dwelling shall be repaired or replaced within 12 months of the casualty, unless otherwise permitted by the Board or ARC. In the event it is decided the Dwelling will not be repaired or replaced, the Owner shall remove all portions of the Dwelling, fill in the foundation and landscape the Lot in accordance with a plan submitted to and approved in writing by the Board or ARC.

ARTICLE 9. COMMON PROPERTY CONDEMNATION

Whenever any Common Property is taken by, or conveyed in lieu of condemnation to, any authority having condemnation or eminent domain power, the Board of Directors shall give notice thereof to each Owner. If any structure on the Common Property is so taken or conveyed, the Board shall arrange for and supervise the prompt reconstruction of such structure, to the extent sufficient Common Property is available, with such Improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

If proceeds from the condemning authority are not sufficient to defray the Board's estimated or actual costs of reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

ARTICLE 10. ARCHITECTURAL STANDARDS

Section 10.1. Standards and Interpretation. The Board of Directors has established and published, and may amend and publish written Community Wide Standards and Design Guidelines for Design, Review and Construction of Building Projects ("Design Guidelines") for the construction of a Dwelling, for the installation and maintenance of landscaping, for the maintenance of and repair or modifications to a Dwelling or Lot that affect the exterior appearance thereof, and for the removal of a Dwelling.

Section 10.2. Architectural Review Committee. The Architectural Review Committee ("ARC") shall constitute a standing committee of the Board. The ARC shall consist of the Board of Directors unless the Board of Directors delegates to other Persons the authority to serve on the ARC. At least a majority of the members of the ARC shall be residents of the Community.

Section 10.3. Action Requiring ARC Approval. Except as otherwise provided herein, prior written approval of the Board or ARC is required for the following:

- (a) Any site work, including but not limited to, staking, clearing and grading a Lot;
- (b) The construction of any Dwelling or other improvement on a Lot, including without limitation any outbuilding, landscape, hardscape, garages, and driveways;

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(c) The demolition in whole or in part of a Dwelling or other improvement on a Lot,

(d) Any change or alteration to a Lot or Dwelling that affects the exterior appearance of the Dwelling or Lot, including but not limited to (1) changes to the exterior color of a Dwelling or outbuilding, (2) changes to the shape of or materials on the exterior of a Dwelling or outbuilding, (3) changes to the placement or surface of a driveway, or (4) significant changes in landscaping visible from any street;

(e) The erection, placement or posting of any object or thing on the Lot, during construction of a new Dwelling or thereafter, that affects the exterior appearance of the Lot including but not limited to, fences, gates, columns, walls, pools, and other structures.

Section 10.4. Application Process and Standards for Approval. The Board has established procedures, forms, conditions and requirements for the submission of applications for the new construction of a Dwelling or for modifications to a Dwelling or a Lot that affect the exterior appearance thereof. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ARC. If the application requests any variance from provisions of this Declaration or any published Design Guidelines related to the exterior appearance of the Lot or Dwelling, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board. Such review process shall consider the exterior design and general quality of the structure, including its nature, kind, shape, height, materials, floor plans, color schemes, location, size, topography and grading of the Lot, the adequacy and appropriateness of the landscaping, the aesthetic value of the proposed improvements and the harmony of such with their surroundings, as well as any other factors desired in such review process.

The Board or the ARC, shall have the right to approve or disapprove any plans, drawings, specifications, or any part thereof, which, in its absolute discretion, are not suitable or desirable for any reason, including purely aesthetic reasons. Any approval or disapproval by the Board or the ARC shall not be construed as a precedent binding on the Association. For each plan, drawing or specification submitted for approval, two copies shall be submitted to the Board or the ARC by the Owner and after review by the Board or the ARC, one copy shall be retained by Association and one copy returned to the Owner advising of approval or disapproval.

Section 10.5. Ruling on Application. If the Board or the ARC fails to approve or to disapprove such application within 45 days after the application and all required information has been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the construction or modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this Paragraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification to a Lot or Dwelling that is otherwise in violation of the Association Legal Documents, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a construction on or modification to a Lot or Dwelling shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for any such modification.

Section 10.6. New Dwelling Construction Criteria. All new Dwellings shall meet the following criteria as well as all construction criteria adopted and published by the Board of Directors as

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Community Wide Standards and Design Guidelines. Changes to the Community Wide Standards and Design Guidelines shall become effective when published to the Owners. The following provisions appear in the Declaration. No provision has been changed to increase the restriction on the use or development of the land.

(a) Setback criteria: All Dwellings, including front steps, shall be erected within the building setback lines as delineated on the Community Plats.

(b) Square footage criteria.

- I. No Dwelling shall be erected on any Lot where the Interior, heated floor space is less than two thousand two hundred (2,200) square feet of heated space in the case of a one-story structure.
- II. In the case of a two-story structure, with or without a basement, no Dwelling shall be erected on any Lot where the Interior heated floor space is less than four thousand (4,000) square feet and where the total square footage of heated space on the ground floor is no less than two thousand (2,000) square feet.
- III. The minimum requirements of square footage specified in subparagraphs (I) and (II) shall be exclusive of heated or unheated porches, garages, carports, patios, and any unheated areas.

(c) Height In accordance with the Glynn County Building Code, no Dwelling may exceed thirty-five (35) feet in height.

(d) Exterior surface criteria. The exterior surface of a Dwelling or any other structure or Improvements shall be wood, stone, stucco, cedar, shingle, or brick. Not less than one thousand (1,000) square feet of the fronts of all homes shall have brick, stucco, or stone accents. The exterior surfaces of the backs and sides of residences shall be constructed using substantially the same wood, stone, stucco, cedar, shingle, brick, or combination of such materials as used on the front exterior surface. The type and color of all exterior surfaces must be approved by the Board of Directors or the ARC. There shall be no exposed concrete block. No wooden stoops shall be allowed on the front of a Dwelling or on any side of a Dwelling or other building that faces a street. Any "out" building shall be constructed in like style and materials as the main residence.

(e) Marsh Protection Zone. Due to the importance of vegetation along the marsh frontage to the appearance of the Community, on any Lots where a "Marsh Protection Zone" is designated on a plat of the Community, a marsh protection zone shall be established which shall be fifty (50) feet in width on the portion of the Lot abutting the marsh. Within this protection zone no vegetation with a trunk diameter of four (4) inches or greater shall be removed, without prior written consent from the Board of Directors or the ARC. Selective clearing will be allowed to accommodate views of the marsh.

(f) Dual-facing of Residences. All Dwellings abutting the marsh shall be so designed and oriented on the Lot as to present an attractive appearance from the marsh side and from the street side. Similarly, all residence buildings on corner Lots shall be so designed and oriented on the Lot as to present an attractive appearance from both street sides.

(g) Garage and Off Street Parking. The owner of each Lot or Lots comprising a building site, in conjunction with the building of the Dwelling, shall construct a garage or carport which

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shall be capable of housing at least two mid-sized automobiles and shall be compatible with the architecture of the residence. In addition to the garage or carport, the owner of each such Lot or Lots shall provide an off-the-street parking area on the Lot for no less than two vehicles.

(h) Driveways. All Dwellings shall have a defined driveway constructed of concrete, asphalt, brick, crushed stone, shell or other suitable material. Such driveway must not be located closer than five (5) feet from the side property line.

(i) Lot Survey Monument. If permanent corner reference monuments have not been erected or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at his expense, before construction is commenced on any Lot.

(j) Screening. The required service court or drying area shall be screened from view from the marsh and hidden from view from any adjoining street and adjoining Lot owners. It must be included in the architectural or landscape plans and constructed so as to provide space for garbage and trash cans, wood piles, clothes drying and other similar usage.

(k) Fences and Walls. No fence or walls may be constructed without prior approval of the Board or the ARC. No boundary line fence or wall shall be permitted with a height of more than six (6) feet at its highest point (as measured from the finished grade as shown on the final site plan or landscape plan) without prior approval of the Board or the ARC.

(l) Specific Architectural Prohibitions.

- I. Garage Prior to Construction: The erection and occupancy of a garage or garage apartment on any Lot, prior to construction of the main residence, is prohibited.
- II. Foundation Piers. No exposed foundation piers and no three-sided or lean-to buildings will be permitted.
- III. Siding. No metal clad, aluminum, asphalt or asbestos siding or exposed concrete block.
- IV. Roofs. No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three (3) feet high to twelve (12) feet horizontal without prior approval of the Board or the ARC.

(m) 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 if the location of such will obstruct the vision of a motorist on any adjacent street or lane and thus create a traffic hazard.

(n) Mailboxes. Uniform type mailboxes and mailbox structures are required. Such requirements shall be incorporated into the site plan requirements contained in Section 10.4 of these Restrictions.

Section 10.7. Contents of Plans and Specifications. No building, fence, wall, garage, carport, swimming pool or other structure shall be commenced, erected or maintained upon any Lot in the Community, nor shall any addition to or exterior change in (including, without limitation, any change in the color of the paint or varnish) or alteration thereof be made, nor shall any landscaping or site work be performed, until both preliminary and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to and approved in writing by the Board or the A♦C.

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(a) **Preparation of Plans.** All architectural and building plans must be prepared by a registered architect with the original seal and original signature of such architect being attached thereto. All landscape plans must be prepared by either a registered landscape architect or someone with ample experience in landscape design and shall bear the original signature of the architect or designer. Each sheet of drawing and the first page of other documents shall include the Lot number and phase number, applicant's name architect's name, (or, in the case of landscape plans, architect's or designer's name) address and telephone number and date of drawing.

(b) **Plan Content and Approval Process.** Each applicant for plan approval must submit to the Board or the ARC plans at five (5) phases of development of a Lot. The plans for each submittal must be approved in writing prior to the next submittal. The five (5) submittals shall be as follows:

- i. **Survey of Existing Conditions.** A survey prepared and signed by a Georgia Registered Surveyor shall be provided showing the original topography of the Lot and the location of each existing tree located on the Lot, which has a main trunk diameter greater than eight (8) inches as measured at a height of one (1) foot from the ground, as well as the location of significant clusters of smaller trees. Such plan shall also show any other natural or man-made features which could affect the design of the improvements.
- ii. **Schematic Architectural Plans and Site Plans.** Preliminary architectural plans or "schematic plans" shall be submitted showing the overall architectural concept and intent. Plans may be in a loose sketch format although they should contain enough accuracy and detail to illustrate the intended building size, shape and exterior appearance. A preliminary or "schematic" site plan shall also be submitted which accurately depicts the position of all intended improvements relative to property lines and other existing features as well as vegetation intended to be preserved and vegetation intended to be removed. Prior to any clearing or grading of the Lot, the applicant must submit to and have approved by the Board or the ARC the final plans.
- iii. **Final Architectural Plans and Site Plans.** Final architectural building plans and drawings shall be submitted showing floor plans of the residence with dimensions giving floor levels and including door and window symbols and schedules, showing all other improvements with dimensions such as garages, porches, decks, etc. Exterior views of the residence shall be given showing the conceptual view of the proposed residence from the front, rear and side, all exterior finish materials, finished floor elevations and existing and proposed grade lines and all exterior openings. Such plans shall show the foundation plan, building and wall section details and the roof plan and pitch.

Except when the Board of Directors or the ARC specifically elects to waive this requirement, where the colors or materials are known to the applicant, both the names of proposed exterior materials and physical samples shall be included or shall accompany the building plan. Included shall be the following: the name, grade, description and sample of roofing to be used; the name, grade and sample of siding with the chosen color applied; a typical example of brick to be used: an 18" by 18" example of proposed stucco or tabby work; and, examples of all other exterior materials of significance to the design.

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Final site plans or drawings shall be provided showing the proposed final location, shape, size and set back from the property lines of the residence and all other Improvements such as garages, carports, patios, decks, service court, driveways, fences, etc. on the Lot on which such are proposed to be constructed. The plans shall also show the proposed final finished grade and topography and surface water drainage and shall indicate which trees and other significant vegetation shown on the site plan are proposed to be preserved.

- iv. Preliminary Landscape Plans. A preliminary landscape plan shall be submitted showing the proposed general massing of plants and trees and Intended use of plant materials.
- v. final Landscape Plans. Prior to any final grading or planting of the Lot, a final landscape plan shall be submitted to the Board of Directors or ARC for approval. The final landscape plan shall show the location, bounds, numbers, size at time of Installation and species of all plants, trees, shrubs, grasses and ground covers. Such plan shall indicate landscaping adequate to complement properly the Dwelling and Lot at the discretion of the Board of Directors or the ARC. Landscaping must be harmonious with the natural environment of the Community. Root raking outside the house, garage, decks, swimming pool and driveway areas shall not be permitted. Dirt or debris shall not be stored during construction under the limb lines of trees. Trees which have a main trunk diameter eighteen (18) inches or larger as measured at a height of one (1) foot from the ground shall not be affected by grade changes or improvements which cover more than one-third of the root area unless such activity is supervised and approved by an arborist. The perimeter of the residence and all other structures or Improvements shall generally be planted with shrubs. Screen plantings shall be installed alongside property lines where natural vegetation is inadequate to provide buffers and separation. The Board of Directors or the ARC shall be given the name address and telephone number of the landscape architect or designer and landscape contractor. Maintenance of landscaping is as good as or better than that which is finally approved by the Board or the ARC shall be a continuing obligation of the Owner.

Section 10.8. Variance. The Board of Directors or the ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with rules and regulations adopted by the ARC. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Board of Directors or the ARC 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 10.9. Appeal. If the ARC does not consist of the Board of Directors, and the ARC disapproves any application or part thereof, an Owner may, in writing, appeal the ARC's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the ARC's disapproval notice, otherwise the decision of the ARC shall become final and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and

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such ruling shall be final and binding on the Owner.

Section 10.10. Professional Consultants and Fees. If deemed necessary, the Board of Directors shall be authorized to charge, as a specific assessment, against any Owner and Lot, reasonable fees for any architect, engineer or other professional consultant engaged by the Board or the ARC to assist with review of modifications on, or submitted plans for such Lot.

Section 10.11. Construction Wear and Tear Fee. The Board of Directors is authorized to impose a construction wear and tear fee on the construction of a new Dwelling. The amount shall be \$2,000.00 or such other amount as may be determined by the Board based on the expected wear and tear on the roads and other Common Property during the term of construction. The fee is not refundable and does not relieve an Owner from being assessed for actual damages.

Section 10.12. Limitation of Liability. The Board or the ARC shall bear no responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, the ARC, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Association, the Board of Directors, the ARC, or any member thereof, for any such injury, damage or loss.

Section 10.13. Commencement and Completion of Modifications to a Lot. Once approved by the Board or ARC:

(a) The construction of a new Dwelling approved hereunder or work on other Improvements or modifications to a Dwelling or Lot approved hereunder must be commenced within thirty (30) days from the date of lot clearing, or such approval shall be deemed revoked unless the Board or the ARC gives a written extension for commencing the work.

(b) Unless otherwise agreed in writing by the Board or the ARC, all construction of a new Dwelling approved hereunder shall be completed in its entirety within twenty-four (24) months from the date the foundation is commenced. The completion date for a new Dwelling shall be the date a certificate of occupancy is issued by Glynn County.

(c) Unless otherwise agreed in writing by the Board or the ARC, all construction other than the construction of a new Dwelling shall be completed in its entirety within six (6) months from the date of commencement.

(d) An Owner may request a limited extension period from the Board of Directors due to Acts of God, force majeure or other unanticipated events, which have delayed construction. If such extension is not granted and if construction of a new Dwelling is not completed within twenty-four (24) months, the Owner will pay a fine of \$200 per day to the Association for each day of over-run and the Association will have an automatic lien on the said property until the Improvements are completed, and the Association receives full payment of the fine. Should construction be prolonged unduly resulting in material located on the property being stored or scattered in an unsightly manner, the Association shall have the right to enter upon said Lot for the purpose of assembling the construction material in an appropriate manner. The Association shall have a lien upon the Lot, so entered upon, covering its costs and charges for performing such work.

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Section 10.14. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws or the Community Wide Standards and Design Guidelines shall be deemed to be nonconforming. Upon written request from the Board, 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 its 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. All costs thereof, including reasonable attorney's fees, may be assessed against the Lot of the violating Owner. This enforcement provision is in addition to the enforcement provisions set forth in Article 17.

Section 10.15. No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 10.16. Subdividing and Combining of Lots to Create an Additional Lot. No Lot shall be sold except as a whole without the prior written consent of Board of Directors. No Lot shall be subdivided unless the portions created are added to the adjoining Lots on either side. In no event shall any Lot or building site contain less than 20,000 square feet.

In the event that a Lot is subdivided and the portions created are added to the adjoining Lots as described above, the Assessment for the divided Lot shall not be eliminated, and unless otherwise agreed to in writing by the Owners of the Lots that will be expanded, the Assessment for the divided Lot and the vote assigned to the divided Lot shall be split equally and allocated to the Owners of the expanded Lots.

In the event that Lots are joined together for the construction of one Dwelling, Revised Plats showing the addition or combination must be filed in the Glynn County Records. The obligation to pay Assessments for each Lot in the Community shall not be eliminated when Lots are combined. The Owner of the combined Lots shall pay an Assessment for each Lot and shall have a vote for each Lot as if the Lots were not combined.

Section 10.17. Criteria for Modifications to a Previously Improved Lot. Any modification to a Lot on which has been erected an approved Dwelling or which has otherwise been improved with the approval of the Board of Directors or the ARC must not so change the Dwelling or Lot as to violate the criteria set forth in Subsection 10.6 or in the Design Guidelines.

ARTICLE 11. USE RESTRICTIONS AND RULES

Section 11.1. General. Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants, Occupants and Domestic Partner comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations applicable to the Lots and the Common Property in accordance with the terms hereof and as specified in the By-Laws.

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Section 11.2. Residential Use. All Lots shall be used solely as residential Lots and no structure shall be erected on any Lot other than a detached single-family Dwelling or outbuilding as permitted in Section 10.3. No trade or business of any kind may be conducted in or from a Lot or on any portion of the Common Property, except that the Owner or Occupant residing in a Dwelling may conduct such ancillary business activities within the Dwelling 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 Dwelling;
- (b) the business activity does not involve visitation of the Dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential Dwelling without business activity;
- (c) the business activity is legal and conforms to all zoning requirements for the Community;
- (d) the business activity does not increase traffic in the Community in excess of what would normally be expected for Dwellings in the Community without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- (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 Documents, as determined in the Board's discretion; and
- (g) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees.

The Board shall be the sole arbiter of whether any business activity in the Community conforms to the above limitations. The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity.

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 11.3. Vehicles and Parking. No boat, boat trailer, or other trailer, camper, motor home, or other recreational vehicle, or truck, but not including a pick-up truck, shall be permitted to be stored upon any portion of the property in the Community unless the same is entirely confined within a garage and the door of such garage is kept in a closed position other than when they are moved. The Board may adopt reasonable rules limiting the number of vehicles that may be parked

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In the Community. Vehicles only may be parked in garages, driveways on Lots, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on Lots. Vehicles shall be operated within the posted speed limit.

Section 11.4. Antennas and Satellite Dishes. Except as provided below or otherwise approved by the Board of Directors, or as may be permitted or required by law, no 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 outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal. All such devices shall be promptly removed when no longer functioning or used.

Section 11.5. Animals and Pets. No animals, livestock, chickens or other poultry of any kind may be raised, bred, kept, or permitted on any Lot or the Common Property, with the exception of a reasonable number of dogs, cats, or other usual and common household pets. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet, such as dog houses, dog runs, chicken coop, rabbit hutches, etc., shall be constructed or maintained on any part of the Community without prior written approval of the Board or the ARC. The Board may establish additional rules regarding pets in the Community which may include restrictions on the number of permitted pets, requirements to pick up after one's pet, and the use of leashes.

Section 11.6. Unsightly or Unkempt Conditions. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Community, nor shall odors be permitted to exist within the Community so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Community. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices and the performance of oil changes to motor vehicles, shall not be pursued or undertaken on any part of the Community other than within garages. Owners and Occupants shall maintain any outdoor items in a neat and attractive condition, as determined in the Board's sole discretion.

Section 11.7. Trash Disposal and Recycling. No trash, rubbish, garbage, debris or material shall be deposited on any Lot, except building materials during the course of construction on the Lot and in such event such materials shall be stored and kept in an orderly and tidy manner. All trash, garbage or other refuse created on any Lot for normal residential purposes shall be stored and picked up from the required service yards. Curbside trash pickup is prohibited.

Until such time as recycling service is provided to the service yard, recycling bins may be placed curbside no sooner than 5:00 PM on the day before the scheduled pick up and must be returned to the required service yard as soon as reasonably practical after the recycling pickup.

Section 11.B. Tree Removal. No trees or shrubs on any portion of the Common Property shall be removed nor cut to the base without the express written consent of the Board.

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Section 11.9. Signs. Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or the ARC, other than: (1) two professional security signs displayed on a Lot; and (2) one political sign, no greater than 24" x 24" per Lot (placed no sooner than 2 weeks before the election and removed no later than 5 days after the election). The Board shall have the right to erect signs on the Common Property. The Board may establish additional rules regarding signs.

Section 11.10. Mailboxes. All mailboxes shall be uniform in design and construction and approved by the Board or the ARC. Only one mailbox may be located on each Lot. Owners shall maintain their mailboxes (including house numbers, posts, and hinged doors) in good condition and shall replace or restore any destroyed or damaged mailboxes on their Lot. The Board has established mailbox standards and may require reasonable modifications or upgrades to mailboxes and mailbox posts to meet revised Community standards. The ARC maintains a list of the current supplier of approved mailboxes.

Section 11.11. Clotheslines. No outside clothesline or other facilities for the airing or drying of clothing shall be erected, placed or maintained on any Lot which are visible from any street or any other Lot.

Section 11.12. Door-to-Door Solicitations. The door-to-door solicitation by any person, either individually or as an agent, employee, officer or representative of any entity or enterprise, whether profit or non-profit, selling or seeking the sale or purchase of any items, articles or products: whether to be delivered at the time of the sale or by postal or commercial delivery thereafter, shall be treated as a nuisance and shall be prohibited. The door-to-door solicitation for financial or other enterprises and the effort to enroll persons residing in the Community in any type or kind of a scheme or devise the end result of which contemplates the payment of money or the giving or awarding of a prize, also shall be treated as a nuisance and shall be prohibited.

ARTICLE 12. MAINTENANCE

Section 12.1. Association's Responsibility. The Association shall maintain and keep in good repair, and where necessary replace (subject to any insurance then in effect) all property within the Area of Common Responsibility, including but not limited to, all landscaped, grassy, wooded and mulched areas located on the Common Property; all roads, parking areas, and other concrete and paved areas; the gate and gate house; the irrigation system, including wells and pumps; storm drains, pipes, and culverts; all street lights, bridge lighting and landscape lighting; and all street signs.

Section 12.2. Owner's Responsibility. Except as provided in Section 12.1 above, all maintenance or repair of the Dwelling and Lot, including a vacant Lot, shall be the responsibility of the Owner thereof. Such maintenance shall be performed consistent with this Declaration and the Community Wide Standards and Design Guidelines. Any maintenance which 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 the ARC pursuant to Article 10 of this Declaration; provided, however, that the Board may, in Community Wide Standards

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and Design Guidelines, or other rules, exempt certain types of maintenance and repair work from requiring prior approval.

Section 12.3. Failure to Maintain.

(a) If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair or replacement of items within his or her Lot for which he or she is responsible hereunder, the Association may give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Such notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. The owner shall have ten (10) days from receipt of such notice within which to complete maintenance or repair on his or her own, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion thereafter. If the Owner does not undertake or complete the work on his or her own in a timely manner, all reasonable costs incurred by the Association to complete the work shall be assessed against the Owner as a specific assessment.

(b) If the Board of Directors makes a determination, after reasonable notice and an opportunity to be heard, that a 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, Domestic Partner, guests, tenants, or invitees, and is not covered or paid by insurance, in whole or in part, the Association may, without further notice, provide such maintenance, repair or replacement at the owner's sole cost and expense, and all reasonable costs incurred by the Association to complete the work shall be assessed against the Owner as a specific assessment.

(c) Notwithstanding anything in this Subsection, no prior notice of the Association's intent to perform the work described herein at the Owner's expense shall be required if the Board of Directors determines that an emergency exists that requires immediate action.

(d) Association reserves the right to care for vacant and unimproved and unkempt Lots, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and to do any other things and perform any labor necessary or desirable, in the judgment of the Association, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the Owner of said Lot or Lots, shall be secured by a lien, and shall be subject to the same means of collection as the assessments provided for in Article 6 hereof or enforceable by the Association by an appropriate proceeding in law or equity. This reservation shall not constitute an obligation on the part of the Association to perform any of the acts mentioned above.

(e) These enforcement provisions are in addition to the enforcement provisions set forth in Article 17.

Section 12.4. 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 of Directors 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.

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ARTICLE 13. LEASING

Section 13.1. Leasing. No Lot in the Community shall be leased for a term of less than six (6) months, unless there is an amendment to this Article, approved by a vote of at least seventy-five percent (75%) of the Total Association Vote, permitting such leases.

ARTICLE 14. SALE, TRANSFER AND PURCHASE OF LOTS

Section 14.1. Sale or Transfer of a Lot. An Owner Intending to make a sale or transfer of a Lot or any interest in a Lot shall give the Board written notice of such Intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the Intended grantee and such other Information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

Section 14.2. Purchase of a Lot. Within seven (7) days after receiving title to a Lot, the purchaser shall give the Board written notice of his or her ownership. Upon failure of a New Owner to give the required notice within the seven day time period provided herein, the Board may assess the New Owner for all costs incurred by the Association in determining his or her identity.

ARTICLE 16. MORTGAGEE 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 15.1. 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 Holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible 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 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 which is not cured within sixty (60) days;

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

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

Section 15.2. 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 15.3. 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 15.4. Amendments by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 15.5. 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 15.6. 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 16. EASEMENTS

Section 16.1. 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 which shall be appurtenant to and shall pass with the title to his or her 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 Common Property in the Community for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;
- III. the right of the Association to dedicate or grant permits, licenses or

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easements over, under, through and across the Common Property to governmental entities for public purposes:

- iv. the right of the Association to dedicate or transfer all or any portion of the Common Property upon the approval of the Association and Owners holding two-thirds (2/3) of the Total Association Vote; and
- v. the right of the Board of Directors to permit Architectural changes or alterations which encroach upon the Common Property.

(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. No delegation shall relieve the Owner of responsibility for compliance with the Declaration and rules and regulations of the Community.

Section 16.2. Association Easements. Association reserves a perpetual easement in, on, over and under the streets shown on all recorded plats or any subsequent plats of the Community and any other Common Property (as such term is defined hereinafter), and in, on, over and under a strip of land ten feet in width along the front, side and rear property lines of each Lot, with the full right of entry, ingress and egress for the purpose of establishing, constructing and maintaining any utility, with the right to lay and install or to erect and maintain poles, conduits and wires for telephone, electric power, storm drainage and other utilities therein. Association also reserves a perpetual easement in, on, over and under said streets and any other Common Property as may be reasonably desirable, convenient or incidental to the construction, installation and maintenance of improvements on the Community. This reservation shall not be construed as an obligation of Association to provide and maintain any such activity or service and the same may be exercised by any licensee of Association. Additionally, each Lot shall be subject to an easement in favor of Association for the entry by its authorized agent or representatives upon such Lot under the circumstances, and for the purposes described in this Declaration, in the event of non-compliance with any provision herein.

Section 16.3. Utility Easements. The rights and duties of the owners of Lots within the Community with respect to sanitary sewer and water, electricity, gas, telephone, and cable television lines, drainage facilities and any other utilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Community, which connections, lines or facilities, or any portion thereof, lie in or upon Lots owned by others than the owner of a Lot served by said connections, the owner of any Lot served by said connections, lines or facilities shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have utility companies enter upon the Lots in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines, drainage facilities or any other utilities are installed, within the Community, which connections serve more than one Lot, the owner of each Lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service to his or her Lot.

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As to all streets and other Common Property within the Community, a perpetual easement is hereby granted in favor of all utility companies, authorities and political subdivisions for the installation, construction, maintenance and use of utility and drainage facilities, together with an easement for access, ingress and egress to all utility and drainage facilities and roadways so installed or constructed. Such easement is conditioned, however, in that any such utility companies, authorities or political subdivisions that seek access, ingress or egress over said streets or Common Property for the installation, construction, maintenance or use of such facilities must first notify the Association of its intent to do so in advance and the use of said easement shall not unreasonably inconvenience the Association or any Lot owner within the Community.

Section 16.4. Easement for Entry Features and Street Signs. There is hereby reserved to the Association and its designee an easement over and upon all of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features, street signs and perimeter fencing 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 perimeter fencing and the right to grade the land under and around the entry features and perimeter fencing.

ARTICLE 17. AUTHORITY AND ENFORCEMENT

Section 17.1. Compliance with Association Legal Documents. All Owners, Domestic Partners, and all of their family members and guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators. However, if an Owner's Family Member, Domestic Partner, or guest violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, Domestic Partner, or a guest; or (3) both the Owner and the violating family member or guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Domestic Partner, guests, and lessees (and their family members and guests) of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

Section 17.2. Types of Enforcement Actions. In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (a) Suspend all Violators' rights to use the Common Property;
- (b) Suspend the voting rights of a violating Owner;

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(c) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owners Lot;

(d) Use self-help to remedy the violation;

(e) Bring an action for permanent Injunction, temporary Injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and

Q Record in the Glynn County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

Section 17.3. Suspension and Fining Procedure. Except as provided below, before imposing fines or suspending the right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

(a) Violation Notice. The written violation notice to the Violator shall:

- i. Identify the violation, suspension(s) and/or fine(s) being imposed; and
- ii. Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration of suspension(s) or the fine(s).

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(b) Violation Hearing. If the Violator submits a written request for a violation hearing within ten (10) days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(c) No Violation Notice and Hearing Required. No violation notice or violation hearing shall be required to:

- i. Impose late charges on delinquent assessments;
- ii. suspend a violating Owners voting rights if the Violators Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
- iii. suspend a Violators right to use the Common Property if the Violators Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge.

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- iv. engage in self-help in an emergency;
- v. Impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
- vi. Impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

Section 17.4. Injunctions and Other Suits at Law or In Equity. All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

Section 17.5. Costs and Attorney's Fees for Enforcement Actions. In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owners Lot.

Section 17.6. Failure to Enforce. The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (a) the Association's position is not strong enough to justify taking enforcement action;
- (b) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (c) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (d) the aggrieved owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (e) the Association enforces only against an Owner for the violation of the Owners family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

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ARTICLE 18. AMENDMENTS

Section 18.1. Member Approval Procedure. Except where a higher vote is Required for action under any other provisions of this Declaration, this Declaration may be amended with the approval of Owners holding 75% of the Total Association Vote. Notice of a meeting, if any, at which a proposed amendment will be considered shall state that an amendment will be considered and describe the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Glynn County, Georgia land records.

Section 18.2. Default Approval Procedure After Owner Non-Response. It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, Important amendments to the Declaration may have no chance of approval. It also is recognized that supermajority voting requirements are Important for Owner actions which are as significant as amending this Declaration. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to Issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration, but also a realistic mechanism for approving Important amendments, without the damaging consequences of Owner non-response.

The Board shall Issue notice of all proposed amendments to each Owner. With each such notice, the Board shall Include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of the By-Laws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail and to the address consistent with the notice provision of the By-Laws, to all Owners who have not returned consent forms or ballots on a proposed amendment within that 60-day period, This default approval notice also shall Include a consent form or ballot, as provided above, along with a statement that the Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

Section 18.3. Amendments to Comply with Law or Conform Documents. Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration to comply with any applicable state, city, federal, or county law, Including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae", Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Articles, and applicable laws.

Section 18.4. Validity of Amendments. No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the By-Laws more than one year after the recording thereof in the Glynn County, Georgia land records.

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ARTICLE 9. GENERAL PROVISIONS

Section 19.1. Duration. The covenants and restrictions of this Declaration shall run with and bind all real property in the Community in accordance with O.C.G.A. §44-5-60 (d).

Section 19.2. Security. The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security and has no duty to provide security in the Community. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. It shall be the responsibility of each Owner to protect his or her person, family, guests, invitees, and his, her, or their property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

Section 19.3. 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) nor more than twenty one (21) days from the date of receipt of the notice of hearing by the person requesting the hearing.

Section 19.4. No Discrimination. No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability or any other basis proscribed by law.

Section 19.5. 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, or serving on any committee of the Board, against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred 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 or her 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 19.6. 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.

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Section 19.7. 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 which 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 19.8. 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 19.9. Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices (including required attachments) shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically.

Section 19.10. Preamble. The preambles and recitals of this Declaration are by reference made a part of this document as if fully stated herein in their entirety.

Section 19.11. Preparer. This Declaration was prepared by George E Nowack, Jr. Esq., NowackHoward, LLC, Resurgens Plaza, Suite 1250, 945 East Paces Ferry Road, NE, Atlanta, Georgia 30326.

Section 19.12. Captions. The captions of each Article and Section hereof, 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 19.13. 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.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the undersigned Officers of Hawkins Island Property Owners Association, Inc., hereby certify that the above Amended and Restated Declaration were duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This 11 day of March, 2018.

Sworn to, subscribed before me this 11 day of March (A. 2018)

HAWKINS ISLAND PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature] President

Attest: [Signature] Secretary

[Signature]
Witness

[Signature]
Notary Public
[Notary Seal]

