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Please Cross Reference:

Deed Book 126-L, Pages 339-360,
Deed Book 126-L, Pages 361-369,
Deed Book 135-G, Pages 88-90,
Deed Book 152-M, Pages 123-125,
Deed Book 154-B, Pages 107-111,
Deed Book 158-Q, Pages 569-574,
Deed Book 162-O, Page 1,
Deed Book 166-Q, Page 102,
Deed Book 173-T, Page 324,
Deed Book 176-W, Page 276,
Deed Book 177-P, Page 1,
Deed Book 186-Y, Page 389,
Deed Book 187-L, Page 482,
Deed Book 193-T, Page 183,
Deed Book 194-D, Page 1,
Deed Book 218-S, Page 528,
Deed Book 277-L, Pages 679-680
Chatham County, Georgia Records

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND CONDITIONS
FOR
LONG POINT SUBDIVISION**

IMPORTANT NOTICE

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

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

PREPARED BY:



McCorkle, Johnson
& McCoy, LLP

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Rules and Regulations	“D”
Design Guidelines	“E”

(Committee will decide whether to attach Exhibits “D” and “E” (requiring covenant amendment to change) or send out with amended declaration as part of the initial vote, and then post to the website most current versions. This will be an association discussion to determine requirements for updates.)

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND CONDITIONS
FOR
LONG POINT SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND CONDITIONS FOR LONG POINT SUBDIVISION (the “Declaration”) is made effective on this the ____ day of _____, 2024 by Long Point Property Owner’s Association, Inc., a Georgia non-profit corporation (the “Association”).

WITNESSETH:

WHEREAS, on March 29, 1985, Long Point Plantation, Ltd, a Georgia limited partnership (“Declarant”), as owner of real property on Whitemarsh Island, Georgia, known as the Long Point Subdivision, executed that certain Declarations of Covenants and Conditions for Long Point Subdivision recorded in Deed Book 126-L, Page 339, in the Office of the Clerk of Superior Court of Chatham County, Georgia, as supplemented and amended from time to time, (the “Original Declaration”) establishing restrictions for certain real property described in Exhibit “B;”

WHEREAS, the Declarant submitted additional phases to the Original Declaration by recording supplemental declarations, said supplemental declarations being recorded at Deed Book 126-L, Pages 339-360, Deed Book 126-L, Pages 361-369, Deed Book 135-G, Pages 88-90, Deed Book 152-M, Pages 123-125, Deed Book 154-B, Pages 107-111, Deed Book 158-Q, Pages 569-574, Deed Book 162-O, Page 1, Deed Book 166-Q, Page 102, Deed Book 173-T, Page 324, Deed Book 176-W, Page 276, Deed Book 177-P, Page 1, Deed Book 186-Y, Page 389, Deed Book 187-L, Page 482, Deed Book 193-T, Page 183, Deed Book 194-D, Page 1, Deed Book 218-S, Page 528, and Deed Book 277-L, Pages 679-680 Chatham County, Georgia records (collectively “Supplemental Declarations”);

WHEREAS, on July 18,1994, Declarant and Owners recorded that certain Amendment to the Declaration of Covenants and Conditions for Long Point Subdivision, at Deed Book 168-J, Page 475, Chatham County, Georgia records;

WHEREAS the Association and the Owners desire first adopt the Georgia Property Owners Association Act (O.C.G.A. § 44-3-220, et seq.) (the “Act”), and then to consolidate, amend and restate all of the aforementioned declarations in their entirety as more particularly set forth herein so that this Declaration shall constitute the sole governing declaration for all property within the Long Point Subdivision;

WHEREAS, the Owners adopt and approve submitting this Declaration to the Act, and then adopt and approve this amendment by the affirmative vote of not less than seventy-five percent (75%) of the Owners, including seventy-five percent (75%) of those certain Owners subject to supplemental declarations which require the assent of those certain Owners subject to said supplemental declarations, as evidenced by the Secretary’s Certificate attached hereto as Exhibit “A.”

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

ARTICLE 1

Definitions

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

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

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

(c) “Articles” or “Articles of Incorporation” shall mean the Articles of Incorporation of Long Point Property Owner’s Association, Inc., a Georgia non-profit corporation, which has been filed with the Secretary of State of the State of Georgia.

(d) “Association” shall mean Long Point Property Owner’s Association, Inc., a Georgia non-profit corporation, its successors and assigns.

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

(f) “Bylaws” shall mean the Bylaws of the Association, a copy of which is attached to this Declaration as Exhibit “C” and incorporated herein by this reference, as modified and amended from time to time.

(g) “Certificate of Compliance” shall have the meaning more specifically set forth in Article VII, Section 10 of this Declaration.

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

(i) “Common Expenses” shall mean the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Community, including, but not limited to, the costs of any common water and sewer bills, the costs of the Association’s insurance and those expenses incurred for maintaining, repairing, replacing, and operating the Area of Common Responsibility, and as required under any easement agreement recorded in the Official Records, which burdens or benefits the Community.

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

(k) “Community” shall mean all that certain real property and interests therein known as Long Point and more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference.

(l) “Community Dock” shall mean collectively the Long Point Community dock, including, without limitation, the fixed decks and floating docks, located on Grays Creek Drive adjacent to the tennis courts and pool area.

(m) “Design Guidelines” shall mean the design guidelines, the current version of which are attached hereto as Exhibit “E,” and application and review procedures as more specifically addressed in Article VII, Section 1 of this Declaration, as may be amended or modified as set forth herein.

(Working with the ARC to try to develop a Document explaining all the ARC processes as well as all the forms required when working with the ARC.)

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

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

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

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

(r) “Governing Documents” shall mean the governing documents of the Association, including this Declaration, the Bylaws, the Articles of Incorporation of the Association, the Design Guidelines, and the Rules and Regulations adopted as provided herein, all as modified and amended from time to time.

(s) “Lagoon(s)” shall refer to the bodies of water constituting detention ponds that are located in the Community as may be shown on the Plats, and shall be restricted to the use of those Lots that abut said Lagoon(s).

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

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

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

(w) “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.

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

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

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

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

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

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

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

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

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

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

(hh) “Rules and Regulations” shall mean the rules and regulations promulgated by the Board of Directors, and the current version of which are attached hereto as Exhibit “D.” The Rules and Regulations may be amended or modified as set forth herein, and the recording of any amendment or modification shall not be required for said amendment or modification to take effect.

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

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

Article II
Property Subject To This Declaration

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

Article III
The Association

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

Section 2. Membership. Every Owner shall automatically be a Member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. Notwithstanding the foregoing, no Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and the privileges of ownership shall be shared as provided in this Declaration and in the Bylaws. Membership shall go along with and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member, but in no event shall more than one (1) vote be cast for each Lot owned.

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

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

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot subject to the notice requirements set forth hereinbelow. (In the event that any occupant, guest, or invitee of a Lot violates the Governing Documents and a fine is imposed, the Owner shall be joint and severally liable with the violator)

- i. Prior to imposing a monetary fine, notice must be sent to the Owner stating the violation, the amount of the fine, and the Owner's right to appeal the violation. The Owner may request a hearing before the Appeals Committee within ten (10) days of the date of the notice of violation, and the Appeals Committee shall schedule a hearing within thirty (30) days of receiving said request. Failure to timely request a hearing shall result in the loss of the right to contest the violation, and any subsequent violation of the same nature within a twelve (12) month period;
- ii. The Appeals Committee shall be a standing committee of the Association and be comprised of one (1) member of the Board of Directors, and four (4) Members of the Association who are not currently serving on the Board of Directors. The members of the Appeals Committee shall be elected annually by the membership at the annual meeting by a plurality vote and serve for periods of one (1) year. To the extent there is any vacancy on the Appeals Committee for any reason, the Board may appoint someone to fill the vacancy for the remainder of the term.
- iii. The determination of the Appeals Committee shall be final and binding upon the Association and Owner. The Appeals Committee shall provide its ruling, in

writing, within ten (10) days of the date of the hearing. Fines may be stayed or suspended during the pendency of the appeal process, but such stay or suspension is not required.

iv. The Appeals Committee may deny an appeal without a hearing if the Appeals Committee determines, in its sole discretion, that the appealed violation is of such a nature that it clearly violates the Governing Documents and is not reasonably subject to a differing interpretation of the Governing Documents or the facts and circumstances giving rise to the violation. In such cases, the Appeals Committee shall notify the Board of Directors and Owner that it has determined not to hear the appeal on these grounds, and the same shall act as an affirmation of the Board of Directors' decision.

- (b) suspending an Owner's right to vote;
- (c) suspending any Person's right to use and access to any Recreational Facilities within the Area of the Common Responsibility;
- (d) suspending any Person's right to use the Owner's entrance at the Guard House;
- (e) exercising self-help in a non-emergency situation, upon at least ten (10) days written notice;
- (f) requiring an Owner, at Owners expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so and, unless an emergency situation exists, upon the determination of a court of competent jurisdiction that a violation exists, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed at the sole expense of the Owner, and any such action shall not be deemed a trespass;
- (g) abating an immediate violation on the Common Area and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations, and the removal of boats that are in violations of the dock rules and regulations); and
- (h) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

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

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

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

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

Such decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under the circumstances or preclude the Association from enforcing any other covenant, restriction, or rule. It is understood that the Association's Board of Directors changes from time to time and a prior Board's actions or inactions shall not constitute a binding precedent with respect to subsequent decisions or interpretations of the Board, subject to applicable statutes of limitation.

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

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not create any independent legal duty to institute litigation on behalf of or in the name of the Association or the Members.

Section 6. Indemnification. Subject to Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a

party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled.

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

Article IV **Assessments**

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

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

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

Except as expressly provided herein, annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include monthly, semi-annually, bi-annually, or any other periodic payments as determined in the sole discretion of the Board of Directors. To the extent the Board of Directors allows periodic payments of the annual assessment, those payments can be accelerated, and the entire annual

assessment declared immediately due. Unless otherwise provided for by the Board, the assessment shall be paid in an annual installment at the beginning of the fiscal year of the Association.

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

The annual assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted operating costs of the Association. Any Lot that does not have a Residence, and is undeveloped, shall be responsible for annual assessments and any other assessments levied by the Association at a rate of fifty percent (50%) those assessments levied against Lots with Residences or that are otherwise developed. The Board shall cause the proposed budget and assessments to be levied against each Lot for the coming year to be delivered to each Member thirty (30) days prior to the due date of the first quarterly assessment of the fiscal year. So long as the proposed budget and assessment are not increased by more than ten percent (10%) of the prior fiscal year's assessment, the budget and the assessment shall become effective unless disapproved by a Majority of the Total Association Vote at a meeting of the Members called for that purpose. To the extent the proposed budget and assessment proposes an increase greater than ten percent (10%) of the prior fiscal year's assessment, the budget and assessment must be approved by a majority vote of the Owners attending a meeting called for the purpose of approving the budget, either in person or by proxy, at which a quorum is present.

Notwithstanding the foregoing, in the event the membership disapproves the proposed budget or fails to approve the budget, as required hereinabove, or the Board fails for any reason to so determine the budget for the coming year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

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

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

Section 5. Specific Assessments. The Board shall have the power to levy specific assessments against a particular Lot pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines

levied by the Board and the costs of maintenance performed by the Association for which the Owner is responsible for under Article X, Section 2 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

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

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

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

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments or installments thereof that are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than thirty (30) days shall incur a late charge in an amount as the Board may from time to time determine which shall not exceed ten percent (10%) of the assessment payment. If the assessment is not paid within sixty (60) days, the balance of the annual assessment is automatically accelerated and immediately due, a lien, as herein provided, shall attach for the entire past due balance and the accelerated balance of the annual assessment, and, in addition, the lien shall include interest not to exceed the maximum rate permitted by law per annum on the principal amount due from the date first due and payable, all late charges, all costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association. The Association shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. In addition to the other remedies provided herein, the Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against such Owner's Lot that is hereby provided for remains unpaid. The Association shall also have the right to suspend the use of any Common Area, including use of the automatic gate, so long as such suspension does not prohibit access to the Owner's Lot.

No Owner may waive or otherwise exempt him or herself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, non-use of the Common Area or abandonment of the Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, and no diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or

perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

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

Section 7. Lien for Assessments. All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for: (a) liens for ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith for value. All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. Notwithstanding the foregoing, the Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

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

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

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

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

Article V

Insurance and Casualty Losses

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

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

(b) Commercial general liability insurance on the Common Area, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf

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

(d) Directors' and officers' liability coverage;

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

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

Section 2. Policy Requirements. At least once every two (2) years, the Association shall arrange for review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Savannah area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member.

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

All insurance coverage obtained by the Board shall:

(a) be written with a company authorized to do business in the State of Georgia;

(b) be written in the name of the Association as trustee for the Association, the Owners, and each such Owner's mortgagee. Policies on the Common Areas shall be for the benefit of the Association and its Members.

(c) not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually.

Section 3. Insurance Rates. Nothing shall be done or kept in the Community that will increase the rate of insurance on any portion of the Community insured by the Association or that would

be in violation of the law. No Owner, Occupant or guest shall keep any explosives or flammable materials in the Community, other than normal household products in normal amounts.

Section 4. Repair and Reconstruction After Casualty Damage. In the event of damage to or destruction of all or any part of the Common Area as a result of fire or other casualty, unless eighty percent (80%) of the Owners vote not to proceed with the reconstruction and repair of the structures, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structures. In the event of substantial damage or destruction, each institutional holder of a first Mortgage on the Common Area, if any, shall be entitled to written notice of the damage.

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

(b) Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a Special Assessment shall be made against all of the Owners without the necessity of a vote of the Members or compliance with Article IV, Section 4 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as prescribed by Article IV, Section 10.

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

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

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lots on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section 4, to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), owners and/or personnel performing the work or supplying materials or services for the repair and reconstruction

of the buildings as are designated by the Board. For any payments greater than \$10,000.00, the Board shall obtain the appropriate partial or final lien waivers from the contractor, supplier, owner and/or personnel performing the work or supplying the materials or services.

(f) Damage to or Destruction of Residences. In the event of substantial damage to or destruction of a Residence or other structure on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structures in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VII of this Declaration. Unless otherwise approved in writing by the Board, which approval shall not be unreasonably withheld, the Owner of the damaged Lot shall commence restoration and rebuilding of the improvements on the Lot within six (6) months of the date of the casualty, damage or destruction of the improvements and complete such work within one (1) year of the date of the commencement of said work, unless additional time is requested and agreed in writing by the Board. The Owner shall pay any costs of repair or reconstruction that is not covered by insurance proceeds. To the extent an Owner is unable to repair or reconstruct as specified herein, the Owner may, upon written notice to the Board of Directors, remove all improvements and structures from the Lot and return the Lot to an undeveloped state, and thereafter maintain the Lot in a neat and orderly manner.

Article VI **Eminent Domain**

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

Article VII **Architectural Standards and Review**

Section 1. Design Guidelines. The Board reserves the right to prepare architectural design and construction guidelines and application and review procedures (collectively, the “Design Guidelines”). The Design Guidelines may contain general provisions applicable to all of the Community, as well as specific provisions which vary from one portion of the Community to another depending upon the location, unique characteristics, and intended use. The Design Guidelines shall be made available to all Owners upon request, and any changes or modifications to the Design Guidelines in effect as of the date of recording of this Declaration requires the approval of a majority of Owners, present at a meeting in person or by proxy, called for the purpose of modifying the existing Design Guidelines. Any existing structure or improvement on a Lot which would become a non-conforming structure or improvement due to a change or modification of the Design Guidelines shall be considered grandfathered in and not a violation of the amended or modified

Design Guidelines. Similarly, any structure or improvement on a Lot existing at the time this Declaration is recorded, which was not considered an architectural violation under the prior covenants in existence at the time of recording this Declaration, shall be grandfathered in and not considered a violation of this Article of the Declaration.

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

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

- (a) make any encroachment onto the Common Area;
- (b) construct any Residence, structure, pool, wall, fence, addition or other improvement on a Lot;
- (c) make any exterior change, alteration or modification on a Lot (including changes in paint color, regrading or significant landscaping modifications), or any alteration of the Lot which affects the exterior appearance of the Lot or the structures located thereon, including but not limited to the additional matters addressed herein, or
- (d) erect, place or post any object, sign, clothesline, playground equipment, artificial vegetation, exterior sculpture, fountains, or other thing visible from the streets within the Community on the exterior of the Lot, on the Residence, in any windows of the Residence (other than appropriate window treatments as provided herein), or on any Common Area, except as specifically allowed herein, or as may be allowed in the Design Guidelines promulgated by the Board of Directors, which shall include small ornamental yard objects, bird baths, or statues prevalent in the Community.

The Board shall have the authority to assign its rights and duties hereunder to an Architectural Review Committee (the "ARC") which shall consist of one Board member and four Owner members, appointed by the Board, each to serve one (1) year terms. Additionally, the Board shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which plans and specifications have been submitted for approval. Additionally, the Board may establish and charge reasonable fees for review of applications. The Owner of any such Lot shall be responsible for paying all fees and third party costs of each review, whether or not submitted plans and specifications are approved by the Board, and the Board may require payment of all such costs prior to approval of plans and specifications. The Board also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees may be published in the Design Guidelines.

Section 3. Required Action by the Board. Applications for approval of any construction or architectural modification shall be in writing and shall provide such information as the Board may reasonably require. The Board, the ARC, or its designated representative, shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic

considerations. The Association, acting through the Board, shall be entitled to stop any construction that is not in conformance with approved plans. The standard for approval of such improvements shall include, but not be limited to: (a) aesthetic consideration, (b) materials to be used, (c) compliance with this Declaration and the Design Guidelines, (d) harmony with the external design of the existing Residences, Lots and structures, and the location in relation to surrounding structures and topography, and (e) any other matter deemed to be relevant or appropriate by the Board.

If the Board fails to approve or to disapprove such application within ninety (90) days for construction of substantial improvements on a Lot (ie: estimated costs of the improvements will be more than \$5,000.00), and within thirty (30) days for modifications or minor improvements after the application and all information as the Board may reasonably require have been submitted, then approval will not be required and this subsection will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subsection are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, Bylaws or rules and regulations of the Association, or of any applicable zoning or other laws.

Section 4. Variances. The Board may authorize variances from compliance with any of its Design Guidelines and procedures for reasons, including, but not limited to, topography, natural obstructions, hardship, or aesthetic or environmental considerations. No variance shall (a) be effective unless in writing; or (b) stop the Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Appeal. Each Owner hereby agrees that any controversy, claim, or dispute arising out of or relating to the decision of the ARC as to an Owner's application for approval of any construction or architectural modification or interpretation or effect of any provision contained in this Article shall be submitted for resolution by the Board. Any Owner desiring to appeal the decision of the ARC as to any application by the Owner for approval of architectural modification or interpretation or effect of any provision contained in this Article shall provide the Board of Directors with a written notice of appeal within ten (10) days of the date of the ARC's notice of its decision. If the Board of Directors does not receive such written notification within said time period, the decision of the ARC shall be deemed final and all rights of appeal shall terminate and thereafter be void. If the Board affirms a timely appeal of the ARC's decision, the Board's decision shall be subject to the same rights and procedures to appeal to the Appeals Committee as set forth in Article III, Section 4.

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

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

Section 8. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board of Directors will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors may adopt different architectural standards for different parts of the Community, based on street visibility and location of the proposed modification. The approval of the Board of Directors of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

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

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

structure complies with such plans and specifications. A copy of said Certificate of Compliance shall be filed for permanent record with the plans and specifications on file with the Board.

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

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

Section 11. Dual Facing Residence. All residence buildings on lots or areas abutting marsh areas or waterfront shall be so designed and oriented on their sites as to present an attractive appearance from the roads, from the marsh areas, and from the rivers.

Section 12. Size of Residence. The Board reserves the right to establish the minimum square footage for all residences being newly constructed on Lots based on visual compatibility with the surrounding residences, provided, however that no residence shall be constructed on any lot with a ground floor area of less than 2,400 square feet for a one-story residence and 1,400 square feet on the ground floor for a two-story residence; said total square footage shall be exclusive of screened or unscreened porches, patios or terraces, and garage

Section 13. Cutting of Trees. No living tree having a diameter greater than six (6) inches, breast high, may be removed on any of the lots or areas in the Community without the written consent of the Board, unless in the case of an emergency where the tree poses an immediate threat of damage to person or property.

Section 14. Hidden Service Court. A service court must be included in architectural or landscape plans and constructed as to provide space for garbage and trash cans, wood piles, and other similar usage, so that garbage and trash cans, wood piles and similar items are hidden from view of any adjacent street or adjoining Lot. This provision shall not apply to any Lot having a service court that is not obstructed from view of adjacent streets or adjoining Lots as of the date of recording this Amended and Restated Declaration.

Section 15. Elevation. The finished floor of the living area of a dwelling must be at least 18 inches above the minimum finished floor elevation as certified on a flood evaluation certification unless written permission is granted by the Board.

Section 16. Traffic Hazards. No Fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any Lot or area, adjacent to a street or lane that creates a traffic hazard as determined in the reasonable discretion of the Board.

Section 17. Fences. Fences enclosing entire yards are generally prohibited within the Community, however, screening is allowed to shield service areas, patios, swimming pools, or other areas requiring privacy from view of the street or neighbors. If a fence, screen, or other similar addition is desired by an Owner, the Owner must submit plans and specifications to the ARC prior to commencing any work. Lots along the Wilmington River or Grays Creek who have received all necessary permits and governmental approval to build a deck, walkway, dock, and/or hoists, boat houses, or other improvements used for storing boats or personal watercraft out of the water, may request for an exception to the fencing restrictions, provided the same is requested in accordance with the ARC procedures outlined herein and written approval is obtained prior to commencing any work. As provided for hereinbelow, this restriction shall not apply to Lots within Long Point Hammocks. All fences must, in the sole judgment of the Board, conform to the general architectural scheme of the house.

Section 18. Mailboxes. All mailboxes and mailbox posts located on Lots shall be maintained in conformity with the Design Guidelines regarding mailboxes. The Association may, from time to time, install mailboxes and posts as a service to the Owners, but shall not be required to do the same. In no event shall an Owner install or replace a mailbox or post that does not conform with the standards contained herein or contained within the Design Guidelines.

Section 19. Fire Hydrants. Landscaping and structures around fire hydrants shall be maintained in accordance with Georgia Rules and Regulations Rule 120-3-3, et seq.

Section 20. Enforcement. Any construction, alteration, or other work done in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, violating Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore as required hereunder, the Board or their respective designees shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, subject to any rights of appeal set forth herein. In the alternative, the Board may file suit and obtain a temporary restraining order, interlocutory injunction, permanent injunction or order of specific performance. All costs thereof, including reasonable attorneys' fees actually incurred, may be assessed against the Lot on which the violation occurred, and collected as a Specific Assessment pursuant to Article IV, Section 5 of this Declaration.

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

If any Owner makes any exterior change, alteration, or construction (including landscaping) upon the Community in violation of this Article, he or she does so at his or her sole risk and expense.

The Association or the Board may require that the change, alteration or construction be removed without reimbursement to the violating Owner for any expense he or she may have incurred in making the change, alteration or construction.

Article VIII
Use Restrictions, Rules and Regulations

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

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

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Residence;
- (b) the business activity does not involve visitation of the Residence by employees, clients, customers, suppliers or other business invitees in a greater volume than would normally be expected for a Lot or Residence without said business activity;
- (c) the business activity conforms to all zoning requirements for the Chatham County Community;
- (d) the business maintains a principal place of business and primary address other than the Residence;
- (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
- (f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, and does not otherwise violate any other provision of the Association's legal instruments, as determined in the Board's discretion; and
- (g) the business activity does not result in a materially greater use of Common Area facilities or Association services.

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

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

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

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

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

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

Section 7. Signs and Flags. Except as may be required by legal proceedings, no signs (excluding “For Sale” signs), advertising posters or billboards of any kind shall be erected or placed by an

Owner or Occupant or other Person on a Lot, or permitted to remain on the Community without the prior written consent of the Board or its designee, except that (i) one (1) professional security sign not to exceed ten inches (10”) by ten inches (10”) in size and (ii) one (1) standard “for sale” sign not to exceed three (3) feet by three (3) feet in size, may be displayed on a Lot. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs on behalf of the Association, and shall have the authority to adopt regulations permitting temporary signs on Lots announcing births, birthdays, kids’ lemonade stands, or other events for limited periods of time, for a period not to exceed one (1) week.

Appropriate seasonal flags, which shall include collegiate flags, service member flags, sports affiliated flags, and holiday flags, or the United States Flag may be flown from poles attached to the residence. Up to two decorative flags may be installed in flowerbeds or on the lawn, so long as the same does not violate any other provision of this Section. Free standing flag poles may not be installed without prior written ARC approval. Political flags or displays are not allowed within the Community. Flags containing inappropriate or offensive language or images are strictly prohibited.

Section 8. Roadways. The roadways located within the Community are privately owned and controlled by the Association. Drivers shall follow all applicable rules, regulations, ordinances and laws of Chatham County and the State of Georgia and shall observe the posted speed limits and traffic signs of the Association. The Board reserves the right to install and remove speed bumps, traffic signs, speed reduction devices and other traffic and safety items and may adopt additional rules and regulations related to the use of the roadways.

Section 9. Vehicles and Parking. No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles, at any time, as determined by the Board. All vehicles of an Owner or Occupant shall be parked within a garage or on a driveway located on a Lot. Owners and Occupants are prohibited from parking vehicles in yard. Vehicles shall only be parked in Common Areas in designated parking areas authorized by the Board. No overnight parking on the streets is permitted. Blocking driveways of others, mailboxes, fire hydrants, or parking on medians or center islands is not permitted.

Boats may be parked on trailers within a garage. Owners and Occupants are prohibited from parking boats in driveways for a period of more than twenty-four (24) consecutive hours in any thirty (30) day period, yard areas or along the roadways of the Community, unless approved by the Board of Directors, said approval to not be unreasonably withheld so long as the requested parking is temporary and not requested more often than once every three (3) months.

Disabled and stored vehicles are prohibited from being parked on any portion of the Community for periods of more than twenty-four (24) consecutive hours in any thirty (30) day period, except in garages. For purposes of this Declaration, a vehicle shall be considered “disabled” if it does not have a current license tag or appears to be inoperable.

Trailers, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding mini-vans or utility vehicles used as passenger vehicles and receiving a “car” or “passenger vehicle” classification by the Georgia Department of Motor Vehicles), recreational vehicles (RV’s and motor homes), vehicles which are modified and used primarily for commercial purposes, other than

modifications, such as wraps, that are purely cosmetic, are also prohibited from being parked on the Community, except in garages, unless approved by the Board of Directors, said approval to not be unreasonably withheld so long as the requested parking is temporary and not requested more often than once every three (3) months. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Community during normal business hours for the purpose of serving any Lot or the Common Area; provided, however, no such vehicle shall remain on the Common Area overnight or for any purpose unless prior written consent of the Board is first obtained.

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

If a boat or vehicle is parked in a fire lane, is blocking another vehicle or access to a Lot, is obstructing the flow of traffic, is parked on any Common Areas not designated for parking, or otherwise creates a hazardous condition, no notice shall be required and the Board or agent of the Association may have the boat or vehicle towed immediately. If a boat or vehicle is towed in accordance with this Section, neither the Association nor any Officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

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

Section 10. Golf Carts and Other Motorized Recreational Vehicles. All users of golf carts and other personal transportation vehicles within the Community must comply with any and all rules and regulations related to the golf carts and other personal transportation vehicles which may be adopted by the Board of Directors within the Community, and all applicable regulations and ordinances promulgated by the State of Georgia and Chatham County, at all times.

Operators of motorized recreational vehicles (including but not limited to mopeds and golf carts) must possess a valid operator's license, in compliance with Georgia state law. Licensed and unlicensed motor driven vehicles are not permitted on common paths and trails, e.g., Segways, scooters, golf carts, and other such vehicles. Golf carts must yield to licensed vehicles, pedestrians, and bicycles. Golf cart capacity limits must be observed, and all passengers must be seated. All vehicles should be equipped with a horn, headlights and taillights, and operators should have their front and rear lights on after sunset.

The owner of any motorized vehicle failing to comply with any of the above provisions is subject to suspension of membership privileges and fining in accordance with the Governing Documents.

Section 11. Garages. Garages should be designed to be compatible with the architecture of the home. Separate doors are desirable to give a minimum exposure of interior contents when one door is open. Open or semi-enclosed carports will not be acceptable. No detached garages will be acceptable unless connected to main house with a covered walkway. No separate accessory building will be permitted. Garage doors are to be closed overnight, except when in use. Electric garage door operators should be used.

Section 12. Yard or Garage Sales. No yard sale, garage sale, flea market, or similar activity shall be conducted in any portion of the Community.

Section 13. Animals and Pets. No livestock or poultry other than customary domestic pets such as dogs and cats shall be kept or maintained on any Lot, and all such pets at all times shall be kept within an enclosed area or kept on a leash while in the Community.

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

Section 14. Prohibition of Damage, Nuisance and Noise. The Residences are built in close proximity to one another. As a result, noise and vibration may be detectable between Residences. Therefore, an Owner or Occupant shall not conduct activities within a Residence or on any portion of the Community in a manner that materially interferes with or causes disruption to the use and quiet enjoyment of another Residence by its respective Owner and Occupant.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot on the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material may be kept on any portion of the Community that will discharge foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the surrounding property. Furthermore, no noxious, destructive or offensive activity shall be conducted within any portion of the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property in the Community. No Owner or Occupant shall maintain any plants or animals or device or thing of any sort whose activities or existence in any way

is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

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

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

Section 15. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including without limitation, the assembly and disassembly of boats, motor vehicles and other mechanical devices, shall not be pursued or undertaken on any part of the Community. Clothing, clotheslines, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Residence. Only appropriate outdoor items, such as neatly stacked firewood, potted plants, patio furniture and grills may be kept on the front porch serving the Residence, or on any other porch or patio visible to other Lots or roadways.

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

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

Section 18. Back-Up Generator Units. Natural Gas external back-up Generator units may be permitted by written consent of the Board and in accordance with ARC guidelines. Propane external back-up generators that require external propane tanks are not permitted.

Section 19. Antennas and Satellite Dishes. Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Community; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Owners:

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

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

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

In the event of a transfer of a Lot which includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 20. Firearms. The display or discharge of firearms, bows, or archery equipment in the Community is prohibited, other than archery equipment use specifically for target practice so long as the target is not in the direction of an adjacent Lot or Common Property; provided, however, that the display of lawful firearms on the Common Area is permitted for the limited purpose of securely transporting the firearms across the Common Area to or from the Owner's Lot. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 21. Fireworks. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1. The discharge of Fireworks is prohibited in the Common Areas without written Board approval, and only allowed on Lots so long as all Georgia laws and municipal ordinances are followed.

Section 22. Abandoned Personal Property. Personal property, except for personal property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Area or on the rights-of-way located within the Community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Area or on the rights-of-way located on the Community in violation of this Section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If personal property is removed in accordance with this Section, neither the Association nor any Officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

Section 23. Impairment of Residences and Easements. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any Residence or impair any easement or other interest in real property, nor do any act nor allow any condition to exist which will adversely affect the other Residences or their Owners or Occupants, including, but not limited to changing the grade

of the property, filling in any drainage or ditch or pipe on a Lot, or any activity that may otherwise affect the drainage of the Community.

Section 2. Grilling. Applicable state laws and local ordinances having jurisdiction over the Community shall govern the use of outdoor grills on any portion of the Community. Grills may not be located on front porches.

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained in this Declaration to the contrary, the Board, in enforcing the use restrictions contained in this Article or in promulgating, adopting or enforcing rules and regulations, may apply a stricter standard to any Lot which adjoins, abuts or contains any portion of the Lagoon, if, in the discretion of the Board, such is necessary to uphold the appearance of the Community, and the appearance and functionality of the Lagoons. If an Owner or Owners of Lots abutting a Lagoon fail to maintain the Lagoon in good working order, then the Association may perform the work necessary, in its sole discretion, to ensure the Lagoon properly functions and maintains its appearance, and any expenses incurred by the Association shall be equitably assessed

to the Owners abutting said Lagoon in the same manner as specific assessments set forth in Article IV, Section 5.

Section 28. Recreational Facilities.

(a) Pool Facility Rules.

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

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

(iii) The Board reserves the right to employ a sign-in book for all users of the Pool Facility.

(iv) Any party, which includes any group of more than ten (10) guests, or meeting to be located at the Pool Facility and/or the Common Area surrounding the Pool Facility, including an Owner's request for exclusive use of the pavilion located at the Pool Facility, must be registered with the Board in advance pursuant to the Board's requirements.

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

(b) Community Dock.

(i) Eligibility. Only Owners or a tenant designated in writing by the Owner, with a current boat registration provided by the Association, may dock a boat at the Community Dock. The boat to be docked must be owned solely by, and registered in the name of, the Owner or designated tenant. Boats owned in whole or in part by anyone other than the Owner or designated tenant may not be kept at the Community Dock.

(ii) Dock Space. Temporary dock spaces may be available on a first-come, first-served basis and only if an appropriate size space for the boat is available, and further subject to any applicable Rules and Regulations. Only one (1) boat per Residence is allowed at the Community Dock at a time. Boats greater than twenty-four (24) feet in length are prohibited from parking at the Community Dock unless approved in writing by the Board of Directors.

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

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

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

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

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

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

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

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

(ix) Dock Fees. The Association may charge a fee for use of the Community Dock, which may be established by the Board in its sole discretion. The dock fee will be payable upon terms and conditions as set forth by the Board of Directors, which shall be in writing, and distributed at least thirty (30) days prior to the date said terms and conditions are to go into effect. Non-payment of dock fees may result in removal of the vessel and shall constitute a lien upon the boat owner's Lot in the same manner as delinquent assessments.

Section 29. Marshes, Lakes, Watercourses, and Drainage.

(a) No pier, wharf, dock, or other structure of any kind shall be erected, placed, or allowed on, in, or over any portion of any Lagoon, lake, canal, or river, artificial or natural, adjacent to any lot or area without the written permission of the Association. Owners of Lots along the Wilmington River or Grays Creek may, subject to all required governmental approvals and Association approval, build a deck, walkway, boat dock and/or boat hoist, boat houses, or other

devises used for storing boats out of the water. Plans or a sketch of all docks, wharfs, or piers showing elevations above the marsh must be submitted to the Association and must be approved by the Association in writing before construction may begin. A list of all materials to be used in construction and a plan showing all lighting that will be used must be submitted for approval. Lights exceeding 150 watts or its equivalent, lights on automatic timers, and lights intended to be left on overnight are expressly prohibited. Notwithstanding anything contained herein, the restrictions contained in this provision shall be applicable to the Lots contained within Long Point Hammock which abut the Wilmington River.

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

(c) In any event, no Owner shall affect any action to change the level of any Lagoon or the levels or courses of any watercourse, drainage ditch, or feature contributing to the drainage system of the Community, without the written consent of the Association. Unless otherwise agreed with the Association in writing, the Owner of each Lot abutting any Lagoon or pond or through which passes a stream, drainage ditch, or swale shall keep the portion of such Lagoon, stream, drainage ditch, or swale lying within or contiguous to his lot in clean and orderly condition and shall maintain the proper depth and grade of the ditches and swales. The Association reserve the right to enter onto such lot and perform work deemed necessary by it and charge for same in the same manner as provided in Article IV, Section 5, hereof.

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

Section 30. Gate Attendant's House. Access to the Community is controlled by the Gate Attendant's House presently located at the entrance to the Community. The Gate Attendant's House is for the benefit of the Owners. The following rules shall apply to the Gate Attendant's House.

(a) All Owners must have a current RFID tag or its equivalent as established by the Board of Directors, located on their vehicle, to access the automatic gate. To acquire tag, Owners should contact the Gate Attendant's House.

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

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

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

Section 31. Hunting. The killing or trapping of wildlife of any kind within the Community is expressly prohibited. Violators will be prosecuted in accordance with the local laws governing all game and non-game species of wildlife.

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

Section 33. Maintenance, Repair and Construction Work. All maintenance, repair, improvement and construction work performed on the exterior of a Residence, or on the interior of a Residence if sounds of such work are audible from outside the Residence, must be performed between the following hours:

Monday thru Friday: 7:00 a.m. to 7:00 p.m. EST
Saturday: 8:00 a.m. to 6:00 p.m. EST
Sunday: All work performed by a contractor or vendor is prohibited, except for an emergency or as approved by the Board. Owner performed work may be performed from 8:00 a.m. to 6:00 p.m. EST.

Section 3. Holiday Decorations. All holiday decorations must be removed within a reasonable period following the holiday, but not longer than thirty (30) days after such holiday.

Section 35. Drones. Drones and other personal flying craft shall not be flown over privately owned property other than the operator's property and Common Area for so long as such operation doesn't infringe upon the privacy of others or become a nuisance in the sole discretion of the Board.

Section 36. Dumpsters. Roll off boxes, PODS, temporary storage units, and dumpsters shall be allowed for up to seven (7) days upon prior written notice to the Board of Directors, and are otherwise prohibited without prior written approval from the Board. The Board may, in its discretion charge a reasonable fee for the placement of roll of boxes, PODS, temporary storage units, and dumpsters within the Community.

Section 37. Athletic Equipment. No basketball goals, backboards, supports, or other athletic equipment, including, but not limited to, trampolines, swing sets, and other such play equipment, shall be installed or maintained on any portion of any lot within view of the street without the prior approval of the Architectural Review Committee as set forth hereinabove. This restriction shall not include easily portable athletic equipment, such as portable basketball goals or pop-up soccer goals, so long as the same are not located directly adjacent to the roads and rights of way within the Community and are kept in a place that is the least visibly intrusive location on the Lot as is practical. In no event shall any basketball goals, backboards, or other athletic equipment be attached to the outside walls or roof of any house or garage located on any lot.

All basketball goals, backboards, stanchions and other athletic equipment permanently located on any lot within the subdivision as of the date of this Amendment, shall be allowed to remain as presently located. However, no such existing equipment shall be replaced or improved without prior approval of the Architectural Review Committee, or the Board of Directors, as appropriate and as set forth in Article VII, Section 2. All athletic equipment shall be well-maintained in an operable and sightly manner, and any addition to such equipment or change of color must first be approved by the Architectural Review Committee.

Section 38. Temporary Structures. No trailer, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary buildings or structures used during the construction or renovation of a living unit shall be on the same lot as the dwelling and such buildings or structures shall be removed upon completion of construction/renovation. Temporary buildings or structures must be requested to and approved by the Board prior to use.

Section 39. Septic Tanks and Private Wells. Septic tanks are strictly prohibited within the Community. Owners may install private wells to provide irrigation for landscaping with prior written approval from the ARC. Owners shall be responsible for any damage private wells may cause, including staining due to hard water which must be cleaned and/or repaired by said Owner.

Section 40. Propane Tanks. No above or in ground propane tanks may be maintained within the Community. This prohibition shall not include twenty-pound (5 gallon) propane tanks commonly used with outdoor grills or stoves.

ARTICLE IX

Leasing

Residences may be leased for residential purposes only. Residences may only be leased in their entirety, i.e., partial leases or the leasing of certain rooms within a Residence is strictly prohibited. All leases shall have an initial minimum term of six (6) months, unless otherwise approved by the Association in writing. “Short Term” and “Vacation Rentals” are strictly prohibited. A copy of all leases, together with contact information for each Occupant, including phone number and e-mail address, shall be given to the Board of Directors by the Owner of the Residence within thirty (30) days of entering into a lease. All leases shall require that the lessee acknowledge receipt of a copy of the Declaration, Bylaws and rules and regulations of the Association and shall also obligate the lessee to comply with these documents.

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

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

Article X **Maintenance**

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

- (a) maintenance, repair, and replacement of the Common Area and all improvements located thereon;
- (b) maintenance and repair of all water and sewer pipes or facilities that serve more than one (1) Lot to the extent that such pipes and facilities are not maintained by the Owner as set forth below or by public, private, or municipal utility Association;
- (c) maintenance and repair of all roadways and rights-of-way within the Community to the extent said road ways are not publicly dedicated;
- (d) landscaping within public and private rights-of-way within the Community.
- (e) to the extent not maintained by Owners, or to the extent an Owner fails to properly maintain, the Association shall maintain the Lagoons and wetlands located within the Community which serve as part of the storm water drainage system for the Community, and if applicable, may charge those costs to the Owner(s) responsible in accordance with Article IV, Section 5.

The Association may maintain other property which it does not own that abuts a Lot or the Common Area, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community.

The Association may also contract for the provision of Community-wide services provided for the benefit of Lots or Members as a whole, such as utility services or trash/refuse pickup, if the Board determines that such service is necessary or in the best interests of the Community and the same is approved by a majority vote of Members, present at a meeting in person or by proxy, at which a quorum is present, and called, in part, for the approval of said Community-wide service. The costs of said services shall be included in the Association's budget and governed by the provisions of Article IV regarding Assessments. Unless the service or program is Specifically Assessed, all Owners shall be required to participate in the service or utility.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice that may leak or flow from any portion of the Area of Common Responsibility or from any pipe, drain, conduit, appliance or equipment that the Association is responsible to maintain hereunder. The

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

The Association shall repair incidental damage to any Lot resulting from performance of work that is the responsibility of the Association. Such repair and subsequent cleaning shall be performed in a manner which reasonably returns the property to its state immediately prior to the damage. In performing its responsibilities hereunder, the Association shall have the authority to delegate such Persons, contractors or agents of its choice, such duties as are approved by the Board of Directors.

In the event the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, then the Association may perform the maintenance, repair or replacement and charge the expense back to the Owner in accordance with Article IV, Section 5, and the same shall constitute a lien on the Owner's Lot.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, each Owner shall maintain and keep in good repair his or her Lot, and all improvements located thereon, in a manner that is consistent with the standards and expectations of other gated communities within Chatham County, Georgia. This shall include vacant Lots, which shall either be bushhogged and kept free of debris, or kept in its natural wooded state. Owners shall maintain, repair, replace and keep free of debris, all drainage facilities, including, without limitation, ditches, swales, pipes, culverts and drains, and shall be responsible for ensuring property drainage flow across such Owner's Lot. In addition, the Owner shall maintain, repair and replace all pipes, lines, ducts, conduits, or other apparatus that serve only the Lot located within the Lot's boundaries or, if located outside the Lot's boundaries, the portion of the pipe from the cutoff valve serving the Lot (including all gas, electricity, water, sewer and other apparatus and the cut off valves for same serving only the Lot). The Owner shall also maintain, repair and replace all structures on their Lot. Such maintenance shall be performed consistent with this Declaration and any guidelines adopted pursuant thereto. Any maintenance that involves an exterior change, including, without limitation, landscaping and planting or repainting of the exterior of improvements in a different color, shall require prior approval of the Board or its designee pursuant to Article VII of this Declaration.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area by an Owner or Occupant that is the responsibility of the Association hereunder (including, but not limited to, landscaping of Common Area) shall be performed at the

sole expense and risk of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

Each Owner shall be obligated:

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

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

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

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

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

Section 3. Lagoon Lot Owners Obligation to Maintain Lagoon. All Owners abutting a Lagoon, as shown on the Plats, shall maintain the Lagoon at their own costs and expense in accordance with the requirements set forth herein. Owners may not obstruct the Lagoon and shall keep the same free of debris and refuse. As set forth herein, the Association reserves the right to maintain Lagoons abutting Lots to the extent the Owners of said Lots fail to maintain the abutting Lagoon, with all costs and expenses associated with maintenance thereof being assessed against the abutting Lot Owners in the form of a Specific Assessment pursuant to Article IV, Section 5.

Section 4. Failure to Maintain. If the Board of Directors determines that: (a) any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair or replacement of items of which he or she is responsible hereunder, in accordance with the requirements

of Article III, Section 4(g); or (b) that the need for maintenance, repair, or replacement which is in the Area of Common Responsibility is caused through the willful or negligent act of any Owner, his or her family, guests, lessees, or invitees, and is not covered or paid by insurance, in whole or in part, then the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject, shall become and be a lien against the Lot, and shall be collected as provided herein for the collection of assessments.

Section 5. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary as the composition of the Board changes. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

Article XI **Mortgage Provisions**

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

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

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

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

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

Section 2. Amendments to Documents. The approval of Eligible Mortgage Holders on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a Mortgage appertain, shall be required to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation, or to

add material provisions thereto which establish, provide for, govern, or regulate any of the following:

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

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

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

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

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

Article XII **Easements**

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

Section 2. Easements for Use and Enjoyment.

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

(i) the right, but not the obligation, of the Association to charge reasonable admission and other fees for the use of any portion of the Common Area, to limit the number of guests of Owners and tenants who may use the Common Area, 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, including exclusive use of the pavilion at the Pool Facility, but no other area of the Pool Facilities shall be restricted to the exclusive use of an Owner or group of Owners;

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

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

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

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

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

(b) Any Owner may delegate his or her right of use and enjoyment in and to the Common Area and facilities located thereon to the members of his or her family, his or her tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the Occupants of the Owner's Lot, if leased.

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

It shall also be expressly permissible for any agent or employee of any utility company to enter onto a Lot to read any utility meter.

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

Section 5. Easement for Association Maintenance. The Association expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, including Lots, determined in the sole discretion of the Board, as are necessary to allow for the maintenance required under this Declaration, including, without limitation: (a) an easement over Lots on which landscape easements, sign easements or utilities easements are located as shown on the Plat for maintenance of such easement areas; (b) an easement over Lots to perform maintenance as provided in Article X; and (c) an easement over Lots to allow for maintenance of the Lagoons, wetlands, dock, and shorelines located within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6. Easements for Tree and Landscape Maintenance. The Association expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, including Lots, determined in the sole discretion of the Board, as are necessary to allow the

maintenance and pruning of trees and shrubbery growing into, obstructing or interfering in any travel on or visual corridors from, the private streets and rights-of-way within the Community.

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

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

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

Section 9. Public in General. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, that nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Official Records. The Board hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days' prior written notice (that may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

Article XIII
Amendment to Declaration

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

Section 2. Amendment by the Board. The Board, without the necessity of a vote from the Owners, may amend this Declaration for the purpose of thereafter complying with the provisions of the Georgia Property Owner's Association Act, O.C.G.A. § 44-3-220, et seq., or to comply with any applicable state, city or federal law, including, but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association, the Department of Housing and Urban Development and the Veteran's Administration. The Board of Directors shall distribute any amendment adopted pursuant to this provision to the Owners within ten (10) days of recording.

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

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

Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the State or Superior Court of Chatham County, Georgia, within one (1) year of the date of recordation of such amendment.

ARTICLE XIV
LONG POINT HAMMOCK

Section 1. Long Point Hammock Property. Long Point Hammock Subdivision shall consist of the real property as shown on that plat recorded in Subdivision Map Book 19-S, Page 63A, Chatham County, Georgia records ("Long Point Hammock Plat"), and shall include Lots number 1 through 7 as depicted on the Long Point Hammock Plat. The Long Point Hammock Property is submitted to this Declaration subject to the terms and conditions below. Owners of Lots within Long Point Hammock shall be members of the Association. Owners of Lots within Long Point Hammock may also be subject to additional easements, covenants, and restrictions applicable only to the Long Point Hammock Property.

Section 2. Assessments. The Owners of Lots within Long Point Hammock shall be responsible for the payment of assessments pursuant to Article IV, and shall constitute a lien upon their Lot in the same manner as provided for therein.

Section 3. Use of Amenities. Owners and their guests and invitees shall be entitled to use the Common Areas and amenities, which specifically includes use of the private rights of way through Long Point, the Pool Facility, tennis courts, Community Dock, and Gate Attendant House. Use of the Common Areas and amenities shall be subject to all restrictions contained herein and rules and regulations promulgated by the Board governing the use of said amenities.

Section 4. Architectural Standards and Use Restrictions Not Applicable. The Lots within Long Point Hammock shall not be governed by or subject to the provisions of Articles VII and VIII, except for those provisions governing the use of the Common Areas and amenities, including, but not limited to, restrictions governing the use of the Pool Facilities, tennis courts, Community Dock, private rights of way within Long Point, and the Gate Attendant House. Lots within Long Point Hammock shall specifically be exempt from the Design Guidelines and ARC approval for the construction of any improvement to a Lot and use restrictions pertaining to the use of a Lot, provided however that no Lot or improvements thereon may be leased or rented for a period of less than six (6) months.

Section 5. Responsibility for Maintenance, Repair, and Replacement of Long Point Hammock Common Area. All Common Area, as delineated on the Long Point Hammock Plat, and specifically including the gate, causeway, bridge, and road servicing only those Lots within Long Point Hammock, shall be the responsibility of the Long Point Hammock Property Owners Association, Inc., and its successors and assigns, to maintain, repair, and replace.

ARTICLE XV **GENERAL PROVISIONS**

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

Section 2. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless seventy-five (75%) of the Owners execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. § 44-5-60. A written

instrument reflecting any termination must be recorded no sooner than, but within two (2) years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section.

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

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

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

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

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision that can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 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 9. Disclosures. Each Owner and Occupant acknowledges and understands the following:

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

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

Section 10. Captions. The captions of each Article and Section of this Declaration, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 12. Preparer. This Declaration was prepared by Colby E. Longley, McCorkle, Johnson & McCoy, LLP, 319 Tattnall Street, Savannah, Georgia 31401.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the duly appointed representative of Association herein, have executed this instrument and affixed the corporate seal this ____ day of _____, 2022.

**LONG POINT PROPERTY OWNERS
ASSOCIATION, INC.,**
a Georgia non-profit corporation

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

DRAFT