

After recording return to:
LAW OFFICES OF PRESTON B. KUNDA, LLC
1617 Union Street
Brunswick, Georgia 31520

Clerk: Please cross reference with
DB 1319, Page 475 and DB 2293,
Page 498.

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR CALEB'S CROSSING**

WHEREAS, **TITLE PROPERTIES, LLC**, a Georgia limited liability company, recorded a Neighborhood Declaration of Covenants, Conditions and Restrictions for Caleb's Crossing on December 15, 2003, in Deed Book 1319, Page 475, et seq., Glynn County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the Original Declaration was supplemented in Glynn County, Georgia Records on August 28th, 2007 at Deed Book 2293, Page 498 et seq.; and

WHEREAS, Article XII, Section 4 of the Original Declaration provides for amendment of the Original Declaration by the Declarant for so long as it is a class B Member for the purpose of facilitating the general plan of development for the Property, so long as it does not adversely affect the title of a Living Unit without the consent of the Owner and mortgagee of said Living Unit; and

WHEREAS, Declarant is a Class B Member and desires to amend the Original Declaration; and

WHEREAS, these Amendments do not adversely affect the title of a Living Unit;

NOW, THEREFORE, the Original Declaration and the Original By-Laws and all exhibits thereto are hereby stricken in their entirety and the following is simultaneously substituted therefor:

ARTICLE I

PROPERTY SUBJECT TO THIS NEIGHBORHOOD DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Neighborhood Declaration is located in Glynn County, Georgia, and is more particularly described in Exhibit "A" attached hereto (the "Property"). The Property is located in a Neighborhood known as Caleb's Crossing.

Section 2. Additions to Existing Property. Additional property may become subject to this Neighborhood Declaration by the Declarant's filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property or by making any conveyance subject to this Neighborhood Declaration.

ARTICLE II

DEFINITIONS

Except as specifically modified below, the definitions contained in the Master Declaration are hereby specifically incorporated herein by reference. Some of those terms are included in the following list of words and terms, which, when used in this Neighborhood Declaration, or any supplemental declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to Caleb's Crossing Home Owners' Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean the board of directors, from time to time, of the Neighborhood Association.

Section 3. "Dwelling" shall mean any building located on a lot and intended for use as residential housing.

Section 4. "Living Unit" shall mean and refer to any portion of a multi-family structure situate upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, together with the improvements thereon, with the exception of Common Area, and areas lying within road rights-of-way.

Section 6. "Master Declaration" shall mean the "Declaration of Covenants, Conditions, and Restrictions for Caleb's Crossing," dated October 31, 2003, and recorded in Deed Book 1319, Page 475, Glynn County, Georgia records, including any and all amendments thereto.

Section 7. "Member" shall mean and refer to every person who is a member of the Neighborhood Association.

Section 8. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any subsequent amendment hereto which shall be used for the purposes of promoting the recreation, welfare, common benefit and enjoyment of the Owners of the Living Units in the Neighborhood, all as may be specifically authorized from time to time by the Board of Directors.

Section 9. "Neighborhood Association" shall mean Caleb's Crossing Home Owners' Association, Inc., a Georgia nonprofit corporation, which has been formed to care for the Neighborhood Common Area and/or facilities which are used exclusively by the members of the Neighborhood Association.

Section 10. "Neighborhood Common Area" shall mean and refer to all real property,

including the improvements thereon, owned by the Declarant, or as may hereafter be conveyed to the Neighborhood Association (as hereinafter defined), for the common and exclusive use and enjoyment of the Owners and others entitled to the use thereof. The Neighborhood Common Area shall not include real property conveyed to the Association, if any.

Section 11. "Owner" shall mean and refer to the record owner, whether it is one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation. Owner shall specifically include any tenant and occupant of the property throughout this document.

Section 12. "Property" or "Properties" shall mean and refer to that real property described in Article I, Section 1 hereof, and to such additions thereto as may be made subject to this Neighborhood Declaration, and hereinafter brought within the jurisdiction of the Neighborhood Association.

Section 13. "Single Family" shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household.

Section 14. "Structure" shall mean anything erected or constructed, temporarily or permanently located in or upon the ground of any Lot.

ARTICLE III

NEIGHBORHOOD ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The undersigned, for each Lot and Living Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed

in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay to the Neighborhood Association:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements.

All such assessments shall be fixed, established and collected as hereinafter provided. The annual and special assessments, together with late charges, interest, costs and attorney's fees, shall be a charge and continuing lien upon the Lot or Living Unit against which such assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation of an Owner for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 2. Annual Assessments or Charges. The annual assessments or charges levied by the Neighborhood Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the purpose of:

(a) Improvement, maintenance and operation of the Neighborhood Common Areas of the Property (including the lakes and lagoons) and exterior maintenance in accordance with the provisions of this Neighborhood Declaration, ;

(b) Providing exterior maintenance upon each Living Unit which is subject to Neighborhood Assessments hereunder, as follows: paint, repair, replacement and care of roofs (but excludes any internal repairs), gutters, down spouts, exterior building surfaces (excluding shutters, sidewalks and driveways), trees, shrubs, grass, exterior pest control (which includes termite retreatment and repair warranty but specifically excludes bedbugs, fleas, lice, ticks,

mites, and similar insects) and other exterior improvements (which includes roof replacement and pressure washing). Such exterior maintenance shall not include glass surfaces, doors, lighting fixtures or similar fixtures. Any damage created by negligence shall be the responsibility of the owner, individual, or individuals creating said damage.

(c) Collection and payment of Assessments levied by the Association pursuant to the Master Declaration, and the fulfillment of any other duties and obligations under the Master Declaration.

(d) The discharge of any other obligations of the Neighborhood Association as imposed by this Declaration, or as reasonably necessary for carrying out the purposes and intent hereof.

(e) In the event that the need for maintenance or repair of a Living Unit, or the improvements thereon, is caused by the willful or negligent acts of the family, guests, or invitees of the Owner of the Living Unit needing such maintenance or repair, Owner shall be liable for and shall indemnify and hold the Neighborhood Association and the Declarant harmless from any damage or injury to the person or property of Owner or any other person if such damage or injury be due to the act or neglect of the Owner or any other person in his or her control or employ, or if such damage or injury be due to any failure of Owner to report in writing to the Neighborhood Association any defective condition which the Neighborhood Association would be required to repair under the terms hereof on notice from Owner the cost of such maintenance shall be the sole responsibility of the Owner.

Section 3. Amount of Annual Assessments. The annual assessment for each Lot or Living Unit in the Properties shall be payable annually, in advance and the maximum amount thereof shall be determined as follows:

(a) The maximum annual assessment for the calendar year beginning January 1 of the

year after annual assessments commence, and for each calendar year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year, provided that this limitation shall not apply to increases resulting from corresponding increases in the assessments charged by the Association;

(b) The maximum annual assessment may be increased without limit by the affirmative vote of two-thirds (2/3) of each class of the Members who are voting in person or by proxy, at a meeting duly called for this purpose; and

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services provided by the Neighborhood Association and the costs thereof per Lot or Living Unit.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Neighborhood Association may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Living Unit, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots or Living Units, and may be collected on a monthly basis.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the day set for the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots and Living Units, and shall be collected on a monthly basis, or any other basis approved by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall not apply to any vacant Lot or to any Living Unit owned by Declarant for the purpose of resale, for utilization as a sales office or model unit and as long as Declarant is the Class B Member. The annual assessments provided for herein shall commence as to any Lot upon which a dwelling has been constructed, or a Living Unit, on the first day of the month following substantial completion of such Living Unit, or the dwelling erected upon such Lot. "Substantial completion" shall be deemed to mean that stage of construction at which the dwelling or Living Unit shall be reasonably suitable for human occupancy. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year, and shall become due and payable on the day fixed for commencement. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment and give each Owner subject thereto

written notice of each assessment. The due date shall be established by the Board of Directors. The Neighborhood Association, upon demand and payment of a service fee of not more than Fifteen dollars (\$15.00) shall furnish a certificate in writing signed by an officer of the Neighborhood Association setting forth whether the assessment on a specified Lot or Living Unit has been paid. A properly executed certificate of the Neighborhood Association as to the status of assessments on a Lot or a Living Unit shall be binding upon the Neighborhood Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Neighborhood Association. Any monthly assessment not paid within thirty (30) days after the due date shall bear a late fee of Fifteen dollars (\$15.00) as well as interest from the due date at that rate which is equal to the rate of interest chargeable by law in the State of Georgia on money judgments, or fifteen percent (15%) per annum, whichever is lower, and such amount, together with interest and the costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the property against which such assessment was made, and shall bind such property in the hands of the then-Owner, his heirs, devisees, personal representatives and assigns. The Neighborhood Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the property in like manner as a deed to secure debt and, in either event, interest, costs and attorney's fees in the amount of fifteen percent (15%) shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the Neighborhood Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot or Living Unit after commencement of the foreclosure action; the plaintiff in such foreclosure shall be entitled to the

appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Neighborhood Common Area or abandonment of his Lot or Living Unit.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon the property subject to assessment, and the lien of any ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens described in this Article:

- (a) property dedicated and accepted by local public authority and devoted to public use;
- (b) properties which are or become parts of the Neighborhood Common Area;
- (c) any exempt from taxation by the laws of the State of Georgia, upon the terms and to the same extent of such leave of exemption. Notwithstanding any provisions herein to the contrary, no Lots or Living Units devoted to dwelling use shall be exempt from such assessments, charges and liens, except as provided above.
- (d) Any Lots owned by Declarant for the purpose of resale, for use as a sales office or model Living Unit or as long as Declarant is the Class B Member.

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ARTICLE IV

INSURANCE COVERAGE

Section 1. Association Coverage. The Association shall obtain and maintain in full force and effect at all times, the following insurance coverage:

- (a) Directors and Officers Liability Insurance.
- (b) Neighborhood Common Area Premises Liability Insurance.
- (c) Such other types and amounts of insurance as may from time to time be deemed necessary, desirable, or proper, and be authorized by the Neighborhood Association by action of the Board of Directors.

Section 2. Owner Coverage. The record Owner of each Living Unit shall obtain and maintain in full force and effect, at all times, (the "Effective Date"), the following insurance coverage:

- (a) Fire and hazard insurance covering all of the insurable improvements on the Lot containing the Living Unit against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Living Units, in an amount equal to the maximum insurable replacement value thereof, as determined periodically by the Neighborhood Association;
- (b) If the Lot is in a flood zone, Federal Flood Insurance covering all of the insurable improvements on the Lot containing the Living Unit against loss or damage by rising water in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Neighborhood Association.

Section 3. Failure to Insure. Individual Living Unit Owners shall be responsible for acquiring said fire, hazard and flood insurance and the payment of premiums directly or through their financing agencies, and shall provide the Neighborhood Association with a copy of their policy and all renewals thereof at least thirty (30) days prior to the Effective Date or the expiration thereof. If any Living Unit Owner fails to provide said proof of insurance by the required date, the Neighborhood Association shall, after ten (10) days notice to the Living Unit Owner, purchase said insurance on the Living Unit Owner's behalf at whatever rates are available through its insurance agent and assess said Living Unit Owner for the cost thereof, plus interest thereon at the rate of 13% per annum.

Section 4. Insurance Requirements.

(a) All policies shall be written with a company licensed to do business in the State of Georgia;

(b) All policies shall be for the benefit of the Neighborhood Association, Living Unit Owners and their mortgagees as their interest may appear.

(c) All policies shall contain a standard mortgagee loss payee clause in favor of each said mortgagee which shall provide that the loss, if any, thereunder shall be payable to the Neighborhood Association and to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Neighborhood Association.

(d) All policies shall contain a standard provision providing that such policies may not be altered, substantially modified or canceled without at least thirty (30) days prior written notice to all of the insured parties, including the Neighborhood Association and the mortgagee;

(e) A copy of all policies and endorsements thereto shall be deposited with and maintained by the Neighborhood Association at its principal office;

(f) Exclusive authority to adjust losses under the policies hereafter in force with respect to the submitted property shall be vested in the Board of Directors of the Neighborhood Association and said mortgagees;

(g) The Living Unit Owners and/or the Neighborhood Association shall make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Neighborhood Association and its officers, directors, employees and agents, the Living Unit Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; and (3) that no policy on the submitted property can be canceled, invalidated or suspended on account of the conduct of any director, officer, agent or employee of the Neighborhood Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

ARTICLE V

REPAIR, RESTORATION AND REBUILDING

Section 1. Repair, Restoration and Rebuilding. In the event any Dwelling or Living Unit shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the Neighborhood Association (which right is hereby granted to the Neighborhood Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the members, which majority shall include the

affirmative vote of all the Owners whose Living Units shall have been damaged or destroyed.

Section 2. Board of Directors to Supervise. All repair, restoration or rebuilding pursuant to the provision of this Article V shall be carried out under such supervision and direction as the Board of Directors of the Neighborhood Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner of any Living Unit which has been damaged or destroyed shall fully cooperate with and abide by all instructions and directions of the Neighborhood Association in connection therewith.

Section 3. Rights of Neighborhood Association. The Neighborhood Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding, to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Dwellings which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Dwellings; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

Section 4. Lien Rights of Neighborhood Association. In any case in which the Owner of the Dwelling concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article V, or shall request the Neighborhood Association to carry out and see to such repair, restoration or rebuilding, the Neighborhood Association may carry out and see to the repair, restoration or rebuilding required by the provisions of this Article V, provided, however, that to the extent the insurance proceeds are insufficient as to any Dwelling, the particular Owner shall be responsible to the Neighborhood Association for such

deficiency, and the Neighborhood Association shall have, and is hereby given, a continuing lien on the Lot or Living Unit for which any such repairs or rebuilding are furnished by the Neighborhood Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate of interest permitted by law on money judgments in Georgia from the date of the Neighborhood Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Neighborhood Association in connection therewith, which lien shall encumber such Lot in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Neighborhood Association therefore, as aforesaid, such lien may be foreclosed against the Lot by the Neighborhood Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Neighborhood Association's lien in this Section 4 provided shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Lot.

Section 5. Insurance Insufficient. In any case in which insurance proceeds shall not be paid or payable on account of any damage to, or destruction of, any Dwelling or Living Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Neighborhood Association is, by the provisions of this Article V permitted to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available may be borne and paid for by the Neighborhood Association, but without diminishing or in any way affecting any rights of recovery thereof which the Neighborhood Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission, or against any Owner for his failure to maintain insurance coverage.

Section 6. Obligation of Neighborhood Association. Notwithstanding anything to the

contrary herein contained, the obligations of the Neighborhood Association under the provisions of this Article V shall be limited to the repair, restoration and rebuilding of the Common Areas, and the Neighborhood Association shall not be responsible for repair, restoration or replacement of any personal property of the Owners or others.

Section 7. Debris. In the event a Dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; if he fails to so remove the debris, the Neighborhood Association may cause it to be removed, and the cost of such removal shall constitute a lien upon the Lot until paid by the Owner, unless the Lot is thereafter acquired by the Neighborhood Association.

Section 8. Application of Declaration and Bylaws. Any Dwelling or Living Unit which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Neighborhood Association.

ARTICLE VI

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of the Owners and to each and every person who shall hereafter purchase any Living Unit that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

Section 2. Enactment. The protective covenants set forth below are hereby established, promulgated and declared to be the protective covenants for the Living Units. All Living Units

in the Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, and these covenants shall become effective immediately and run with the land.

Section 3. Land Use. All Living Units contemplated in the Property shall be, and the same hereby are, restricted exclusively for residential use. No Structure of a temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn, or other outbuilding shall be allowed on any portion of the Property at any time either temporarily or permanently. Notwithstanding the foregoing, Declarant may use Living Units for a sales office or model Living Unit.

Section 4. Freehold Estate. Each Living Unit shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and revisions hereof and of the Bylaws of the Neighborhood Association.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of Living Units to maintain during the period of construction and sale of said Living Units, upon such portion of the Property as the builder reasonably requires, subject to the approval of the Declarant, such construction offices, sales offices and business offices as are convenient or incidental to the construction or sale of said Living Units.

Section 6. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, except that dogs, cats, or other household pets may be kept by the respective Owners or Tenants in their respective Living Units, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health of or, in the sole discretion of the Board of Directors, unreasonably disturb the

Owner/Tenant of any Living Unit or any resident thereof. All pets must be walked in accordance with Glynn County leash laws. It is the sole responsibility of the Owner/Tenant to clean up after their pets (in both common areas and their own yards). Failure to do so will result in the Owner paying a \$100.00 fine per incident. No chained animals, kennels, fences, or invisible fences for animals are allowed.

Section 7. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed, or permitted to remain on the Property which may endanger the health of or unreasonably disturb the Owner of any Living Unit or any resident thereof. No business activities of any kind whatever shall be conducted in any building or on any portion of the Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, or billboards of the builder, his agents, or assigns during the construction and sale period, which have been approved by the Declarant.

Section 8. Garbage Cans, Etc. No garbage cans, service yards, wood piles, or storage piles shall be allowed. All trash and garbage shall be regularly removed from the premises and deposited in the central trash compactor provided by the Neighborhood Association. It is the responsibility of each Owner (and their tenants) to ensure that trash and garbage is properly deposited into the compactor. Dumping of large (non-compactable) items is prohibited and will result in a fine of \$200.00. Any personal or individual recycle bins must be issued by Glynn County. Owners (and their tenants) shall be responsible for the insuring that the recycle bins are stored out of the public view except at the time of pickup.

Section 9. Patios and Neighborhood Common Area. No planting or gardening shall be done, no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or

approved by the Board of Directors or their designated representatives, and no exterior clothesline shall be permitted upon the Property or any Parcel. In addition to the right of ingress and egress, the Owners of the Living Units shall enjoy the use of all of such property outside their respective residences as shall be determined by the Board of Directors or as expressly provided for herein. All lots and yard areas associated with each Living Unit shall be maintained by and at the expense of the Neighborhood Association. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Property and is necessary for the protection of said Owners. Patios, porches and decks must be kept clean and neat and in good repair. Only proper, well maintained outdoor furniture will be allowed to remain on porches or decks.

Section 10. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property or upon any structure situated upon the Property. All satellite antennas must be one (1) meter or less in diameter, must be located to the rear of the unit and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Areas.

Section 11. Leasing of Residences. Entire residences may be rented provided the occupancy is not for less than six (6) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Declarant or the Board of Directors. No room may be rented and no transient tenant accommodated. It is the Owner's responsibility to provide the lessee with a copy of these covenants. All occupants are subject to and shall comply with the provisions of this Declaration.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of any portion of the property, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed. Nothing shall be kept and no activity shall be carried on in any building or residence, or on any of the Common Areas which will increase the rate of insurance applicable to other residential units. No Owner shall do or keep anything or cause or allow anything to be done or kept in his dwelling or on the Common Areas which would result in the cancellation of insurance on any portion of the Properties, or any contents thereof. No waste shall be committed on any portion of the Common Areas or facilities situate thereon.

Section 13. Home Occupations. No home occupation, industry, business, trade or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Properties, except to the extent permitted by applicable zoning ordinances, and except that Declarant and other authorized persons may use any unsold residence for sale or display purposes. The use for habitual parking for commercial vehicles in any parking area or portion of the Common Areas is prohibited. The term "commercial vehicle" includes all trucks and vehicular equipment of a commercial nature that are larger than a standard passenger vehicle.

Section 14. Resubdivision. No Lot shall be subdivided, recombined or reduced in size without the written consent of the Board of Directors.

Section 15. Parking. All vehicles shall be parked in designated parking areas. Each Lot shall be assigned at least two parking spaces by the Board of Directors and no other Lot Owner shall utilize said assigned space. The habitual parking of commercial vehicles, trucks, boats,

buses, trailers, camping trailers, motor homes or other recreational vehicles is prohibited. No disabled vehicle shall be parked on the Lots for more than 24 hours. There shall be no parking on any grass, whether private or common.

Section 16. Plants and Trees. Plants and trees now or hereafter located on the Neighborhood Common Areas shall be maintained by the Neighborhood Association, and may not be removed except by permission of the Board of Directors. No additional plants, trees or shrubs may be planted upon the Neighborhood Common Areas without written approval of the Board of Directors. After the required clearing for the construction of dwelling units and driveways, no tree having a diameter greater than two (2) inches, five (5) feet above grade may be cut or moved without the prior written approval of the Board of Directors.

Section 17. Mailboxes. All lots have a shared mail post, having two mailboxes on each post. Mailboxes are maintained by the Neighborhood Association, with the exception of damage done by the negligence of the Owners or their guests. Any damage created by negligence shall be the responsibility of the individual or individuals creating said damage. No mailboxes or receptacles for the delivery of newspapers, magazines or other publications shall be allowed on a Lot.

Section 18. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch in the Properties without the prior written approval of the Board of Directors. The Owner of any Lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

Section 19. Ponds and Lagoons. No swimming or boating shall be allowed in ponds or lagoons located in the Neighborhood Common Areas.

Section 20. Swimming pool. Rules for the pool are posted adjacent to the pool and shall be enforced at all times.

Section 21. Firearms, Fireworks and Burning. No hunting, trapping or shooting of any kind, including but not limited to, guns, rifles, shotguns, pellet guns, B.B. Guns, slings, slingshots, bows and arrows, shall be allowed anywhere in the Neighborhood. No fireworks shall be allowed at any time anywhere in the Neighborhood. No burning of any kind shall be allowed in the Neighborhood.

Section 22. Recreational Vehicles. No two (2), three (3) or four (4) wheel motorized recreational vehicle, e.g., go carts, all-terrain vehicle, etc., shall be operated on any portion of the Properties, provided, however the Declarant may approve certain motorized vehicles designed so as not to disturb the Neighborhood, such as electric golf carts, for transportation.

ARTICLE VII

EASEMENTS

Section 1. Utility Easement. There is hereby created a blanket easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewer, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant, the Neighborhood Association or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all Lots and the roofs and exterior walls of all residences and buildings, provided all disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers,

electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as planned and approved by the Declarant prior to the conveyance of the first Living Unit to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Property which may be created by a separately recorded instrument or subdivision or other plat.

Section 2. Maintenance Easement. There is hereby created a blanket easement upon, across, over, through and under the Property and each Lot for ingress, egress, improvement, replacement, and repair as necessary for the exterior maintenance of each Living Unit and the maintenance of the Neighborhood Common Areas, including that for exterior paint and building surfaces, roofs, gutters, down spouts, trees, shrubs, grass, walks and other exterior improvements. By virtue of this easement it shall be expressly permissible for the Declarant, the Neighborhood Association or the providing service company to install and maintain facilities and equipment on said Property and each Parcel, in and under all lots and the roofs and exterior walls of all residences and buildings, provided all disturbed areas are restored to the condition in which they were found. This easement shall in no way affect any other easements on said Property which may be created by a separately recorded instrument or subdivision or other plat.

Section 3. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Neighborhood Common Area, which shall be appurtenant to and shall pass with the title of every Living Unit, subject to the following provisions:

- (a) the right of the Neighborhood Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Neighborhood Common Areas; and
- (b) the right of the Neighborhood Association to suspend the voting rights and right to use the recreational facilities by an Owner as provided herein.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Neighborhood Common Areas and facilities to the members of his family or his tenants, who reside on the Property.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event the Board of Directors fails to approve or disapprove said plans and specifications within forty-five (45) days after submission, such approval will not be required and the submitting party will be deemed to have fully complied with this Article. Nothing herein is intended to apply to the original construction by the builder in accordance with the original plan of development of the properties.

Section 2. Destruction of Dwelling. In the event that any Dwelling is destroyed, the Dwelling will be re-constructed as based on the original plan of development as provided in Article V above, unless the Board of Directors agrees otherwise.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the Dwellings upon the Property and placed on the dividing line between the Lots or Living Units shall constitute a party wall, and, to the extent not inconsistent with the

provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachments. The Common Areas, the individual Lots and the Living Units built thereon shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the builder. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

ARTICLE X

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Living Units in the Property. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Neighborhood Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Living Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Living Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Living Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Neighborhood Declaration relating to such Living Unit or the Owner which is not cured within sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. No Priority. No provision of this Neighborhood Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first

Mortgagee of any Living Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Neighborhood Common Areas.

Section 3. Notice to Neighborhood Association. Upon request, each Owner shall be obligated to furnish to the Neighborhood Association the name and address of the holder of any Mortgage encumbering such Owner's Living Unit.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Neighborhood Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Neighborhood Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Section 5. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Living Unit: merger, consolidation, or dissolution of the Neighborhood Association; dedication, conveyance, or mortgaging of the Neighborhood Common Areas; or material amendment of this Neighborhood Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Neighborhood Common Areas shall not be deemed a conveyance within the meaning of this Section.

ARTICLE XI

NEIGHBORHOOD ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Administration of the Property shall be vested in the

Neighborhood Association as provided herein. Every person who is the record owner of a fee or undivided fee interest in any residence which is subject by covenants of record to assessment by the Neighborhood Association shall be a member of the Neighborhood Association. Included as a member of the Neighborhood Association is Declarant so long as it is a record owner as herein provided. The foregoing is not intended to include persons who hold interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per Living Unit. Membership shall be appurtenant to and may not be separated from ownership of any Living Unit. Ownership of a Living Unit shall be the sole qualification for membership in the Neighborhood Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Neighborhood Association, together with his undivided interest in the funds and assets of the Neighborhood Association shall automatically cease.

Section 2. Voting Rights. The Neighborhood Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Living Unit owned. If more than one person owns an interest in any Living Unit, all such persons shall be members, and the vote for each such Living Unit shall be exercised as they may determine among themselves, but in no event shall more than one vote be cast with respect to any Living Unit.

(b) Class B. The Class B member shall be the Declarant, and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by the Declarant. The Class B member shall be a voting member and shall be entitled to cast the number of votes which are contained in the total of all Class A

members, plus one vote, until such time when the Class B membership terminates and is converted to Class A membership. Class B membership shall terminate and be converted to Class A membership upon the happening of the earlier of the following:

- (i) When the Declarant shall no longer own any portion of the Property, or have any rights to develop or acquire title to any portion of the real property described in Section 2 of Article I of this Neighborhood Declaration;
- (ii) On December 31, 2015; or
- (iii) When, at its sole discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Neighborhood Association for special meetings, to advise the membership of the termination of Class B membership and to elect any remaining members of the Board of Directors.

Section 3. Application of Declaration, Bylaws and Association. All present and future Owners, tenants and occupants of each Living Unit shall be subject to and shall comply with the provisions of this Neighborhood Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into a lease, or the entering into occupancy of any Living Unit shall constitute an acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they now exist or as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person who, at any time has any interest or estate in such Living Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or for injunctive relief to be maintained by the Board of Directors on behalf of the Neighborhood Association or, in the proper case, an aggrieved Owner himself.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Neighborhood Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Neighborhood Declaration. Failure by the Neighborhood Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions set forth herein which shall remain in full force or effect.

Section 3. Term and Extensions. The covenants and restrictions of this Neighborhood Declaration shall run with the land, bind the land and shall inure to the benefit of and be enforceable by the Neighborhood Association, the Declarant, or any Owner, their respective legal representatives, heirs successors and assigns, for a period of twenty (20) years from the date this Neighborhood Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then-Owners of not less than ninety percent (90%) of the Lots and Living Units has been recorded, terminating said covenants and restrictions; provided, however, that no such termination shall be effective unless made and recorded at least six (6) months in advance of the effective date of such change, and

unless written notice of the proposed termination is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 4. Amendment. Except as herein provided, the Neighborhood Association shall have the power to amend this Neighborhood Declaration, by a vote of two-thirds (2/3) of the number of the total members of the Association, and the Declarant. For so long as it is a class B Member, the Declarant may unilaterally amend the Declaration for the purpose of facilitating the general plan of development for the Property, so long as it does not adversely affect the title of an Living Unit without the consent of the Owner and mortgagee of said Living Unit.

Section 5. Modification. By a recorded supplemental declaration, the Declarant or the Board of Directors may amend this Neighborhood Declaration without the consent of the Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction, provided that said modification does not adversely affect the title to any Living Unit without the consent of the Owner and mortgagee of said Living Unit.

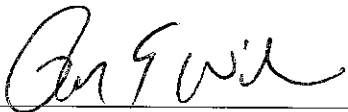
Section 6. Inspection of Books and Records. Any first mortgagee or any Owner shall have the right to examine the books and records of the Association within normal business hours.

Section 7. Loss attributable to Living Unit Owner. Notwithstanding any provision of this Declaration to the contrary, if the need for maintenance or repair that would otherwise result in a Common Expense that was the obligation of the Association is caused by the willful or negligent conduct or act of an Owner, his household pet, family, guest, invitees or other Person using or occupying said Owner's Living Unit with express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner and shall be due and payable thirty (30) days from the date of notice thereof, such assessment to be collected and enforced as provided in this Declaration for the collection of assessments.

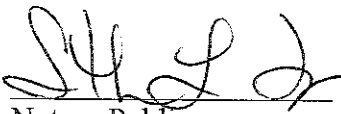
IN WITNESS WHEREOF, the Declarant has caused this Neighborhood Declaration to be duly executed by its authorized officers, this 22nd day of November, 2011.

Signed, sealed and delivered
in the presence of:

TITLE PROPERTIES, LLC

BY: 
Gregory S. Wilkes, Manager


Unofficial Witness


Notary Public
My Commission Expires: _____

**SAMANTHA L. THOMPSON
NOTARY PUBLIC
GLYNN COUNTY, GEORGIA**

**MY COMMISSION EXPIRES
JUNE 21, 2014**

EXHIBIT "A"

ALL that certain tract or parcel of land situate, lying and being in Glynn County, Georgia, containing 33.369 ACRES (19.364 acres upland and 14.005 acres wetland), and being known locally as A PORTION OF PARCEL R-4 WEST, THE GOLDEN ISLES GATEWAY TRACT, and being more particularly described as follows:

Beginning at an iron pin found at the intersection of the northwestern boundary line of Altamaha Boulevard (a 150' right-of-way) and the southwestern boundary line of Altamaha Loop South (an 80' right-of-way), said point being the TRUE POINT OF BEGINNING; thence proceed along the right-of-way of Altamaha Boulevard along a curve to the left having a radius of 1,214.95 feet, a chord bearing South 34 Degrees 00 Minutes 29 Seconds West, and a chord distance of 675.82 feet, for an arc distance of 684.85 feet to a point; thence continue along said right of way South 17 Degrees 51 Minutes 35 Seconds West, for a distance of 357.65 feet to an iron pin set, said point being at Georgia Coordinate System (East Zone), X = 463, 333.852 and Y = 713,211.873; thence leave said right-of-way and proceed North 74 Degrees 08 Minutes 28 Seconds West, for a distance of 748.79 feet to a point; thence proceed North 55 Degrees 38 Minutes 43 Seconds West, for a distance of 673.14 feet to a point; thence proceed North 34 Degrees 42 Minutes 19 Seconds East, for a distance of 1,045.89 feet to a point, said point being at Georgia Coordinate System (East Zone), X = 464,778.154 and Y = 712,531.349; thence proceed South 68 Degrees 44 Minutes 57 Seconds East, for a distance of 1,095.20 feet to a point on the southwestern boundary line of the right-of-way of Altamaha Loop South (an 80 foot right-of-way); thence proceed along a curve to the right having a radius of 201.50 feet, a chord bearing of South 52 Degrees 40 Minutes 49 Seconds East, and a chord distance of 111.55 feet for an arc distance of 113.02 feet to a point; thence proceed South 36 Degrees 36 Minutes 42 Seconds East, for a distance of 98.52 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land as hereby conveyed is more fully described and delineated upon a boundary map of a theodolite survey of said lands made and prepared by Gary R. Nevill, Georgia Registered Surveyor No. 2401, under date of June 11, 1999, with the boundaries, metes, courses, distances and controls as shown thereon having been fixed and determined in accordance with the grid coordinates, in feet, of the Georgia Coordinate System, East Zone, as established by the United States Coast and Geodetic Survey, a copy of which map is filed in Plat Record Book 25, Folio 132, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, and reference to which is hereby expressly made for a more full and complete description of said lands hereby conveyed.

Said tract of land as hereinabove described being a portion of the property conveyed by Union Camp Corporation to U.C. Realty Corp., by Deed dated November 6, 1989, and recorded in deed Book 33-K, Page 136, in the Office of the Clerk of the Superior Court of Glynn County, Georgia.

Together with a temporary access easement over and across that road shown on the Gary R. Nevill survey, dated June 11, 1999, reference above, known as "Altamaha Loop South (an 80 foot right-of-way)", until such time as said "Altamaha Loop South" is accepted by Glynn County, Georgia.