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Deed Book 16-1, Page 396

STATE OF GEORGIA

COUNTY OF BRYAN

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
WATERFORD LANDING PLANNED UNIT DEVELOPMENT**

WHEREAS, Brookwood Properties, Inc., a Florida corporation (hereafter referred to as the "Declarant") and The Coastal Bank, a Georgia banking corporation (hereafter referred to as the "Bank"), recorded that certain Declaration of Covenants, Conditions, and Restrictions Waterford Landing Planned Unit Development, in the office of the Clerk of Superior Court of Glynn County, Georgia on May 23, 1997 at Deed Book 16-I, Page 396, *et seq.*, as amended by that certain First Amendment to said Declaration, recorded in said Clerk's office on June 10, 1998 at Deed Book 30, Page 145, *et seq.*, as further amended by that certain Second Amendment to said Declaration, recorded in said Clerk's office on July 9, 1999 at Deed Book 76, Page 408, *et seq.*, as further amended by that certain Third Amendment to said Declaration, recorded in said Clerk's office on June 12, 2001 at Deed Book 164, Page 79, *et seq.*, as further amended by that certain Amendment to said Declaration, recorded in said Clerk's office on June 22, 2007 at Deed Book 732, Page 336, *et seq.*, as further amended by that certain Amendment to the Declaration of Covenants, conditions, and Restrictions for Waterford Landing Planned Unit Development, recorded in said Clerk's office on July 31, 2012 at Deed Book 1061, Page 945, *et seq.*, and as further amended by that certain Amendment to the Declaration of Covenants, conditions, and Restrictions for Waterford Landing Planned Unit Development, recorded in said Clerk's office on July 31, 2012 at Deed Book 1061, Page 956, *et seq.* (hereafter referred to as the "Original Declaration");

WHEREAS, Waterford Landing Homeowners Association, Inc. (hereafter referred to as the "Association") is the homeowners association identified in the Original Declaration and existing and operating in the Waterford Landing subdivision;

WHEREAS, pursuant to Article VIII, Section 6(b) of the Original Declaration, upon termination of Declarant's Class B Membership in the Association, the Association shall have the power to amend the Original Declaration by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose;

WHEREAS, as of the date of this Amended and Restated Declaration of Covenants, Conditions, and Restrictions Waterford Landing Planned Unit Development, the Declarant's Class B Membership in the Association has terminated;

WHEREAS, the By-Laws of Waterford Landing Homeowners Association, Inc. (hereafter referred to as the "Original By-Laws") are the bylaws of the Association;

WHEREAS, pursuant to Article 7, Section 5 of the Original By-Laws, the Original By-Laws may be altered, amended, or replaced and new By-Laws may be adopted by the Members voting in accordance with Article 2 of the Original Bylaws;

WHEREAS, pursuant to Article 2 of the Original By-Laws, if a quorum is present, the affirmative vote of a majority of the Members entitled to vote and represented at the meeting shall be the act of the Members;

WHEREAS, at a duly called meeting of the Association membership, at which time a quorum was obtained, a majority of the Voting Members who were present at the meeting, in person or proxy, approved the Amended and Restated Declaration of Covenants, Conditions, and Restrictions Waterford Landing Planned Unit Development and the Amended and Restated By-Laws of Waterford Landing Homeowners Association, Inc. that are attached as Exhibit "B;" and

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

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AMENDED AND RESTATED DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

WATERFORD LANDING PLANNED UNIT DEVELOPMENT

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The following words and terms, when used in this Declaration, or any supplemental declaration, shall have the following meanings:

Section 1. “Architectural Review Committee” shall mean the Committee established pursuant to Article IV Section 3 herein.

Section 2. “Association” shall mean and refer to the Waterford Landing Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 3. “Attached Housing Parcel” shall mean any portion of the Property designated as “Attached Housing” on the Development Plan.

Section 4. “Attached Housing Unit” shall mean and refer to any condominium, apartment, fee simple patio home or the like, or a Dwelling, located on an Attached Housing Parcel and designed for occupancy by a Single Family.

Section 5. “Board of Directors” shall mean the Board of Directors of the Association.

Section 6. “Builder” shall mean any person, business, or entity which, as its primary business activity, engages in the construction of homes for sale to individuals or the general public, and has acquired any portion of the Property for that purpose.

Section 7. “Community Recreation Site” shall mean the area designated as the Community Recreation Site on the Development Plan.

Section 8. “Declaration” shall mean this Amended and Restated Declaration of Covenants, Conditions, and Restrictions Waterford Landing Planned Unit Development.

Section 9. “Development Plan” shall mean the Development Plan for the Property as further described in the Original Declaration.

Section 10. “Dwelling” shall mean any building located on a Lot or an Attached Housing Parcel and intended for use as housing for a Single Family.

Section 11. “Golf Course” shall mean and refer to the Golf Course Property. The Golf Course Property is owned by the Association and is part of the Property. The Golf Course Property is part of the Open Space. The Golf Course Property currently contains a clubhouse, pool facility, parking lot, and other associated improvements. The Golf Course Property is currently not operational as a playable golf course. The Association reserves the right to either operate the Golf Course Property as a playable golf course, or discontinue operation as a playable golf course at any time, at the sole determination of the Association. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN OR ARE BEING MADE BY ANY PERSON OR ENTITY REGARDING THE CONTINUED OPERATION OF ANY FACILITY OR IMPROVEMENT CONTAINED

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ON THE GOLF COURSE PROPERTY. The Southern End of Parcel C, as described hereinafter, is excluded from the definition of "Golf Course."

Section 12. "Living Area" shall mean the heated area of a Dwelling calculated from its exterior dimensions, excluding garages, boat sheds, terraces, decks, screened or open porches, all as defined by the Architectural Review Committee in its sole discretion.

Section 13. "Living Unit" shall mean either a Lot or an Attached Housing Unit.

Section 14. "Lot" shall mean and refer to any plot of land designated as such on any Plat of any portion of the Property, excluding any Open Space. The lots contained within the Southern End of Parcel C, as described hereinafter, which can include no more than two (2) lots, with no more than one (1) single-family residence per lot, are also included within the definition of "Lot."

Section 15. "Member" shall mean and refer to every person who is a member of the Association.

Section 16. "Open Space" shall mean the Community Recreation Site and any and all space to be owned by or dedicated for the use and enjoyment of the Owners or the Association, including without limitation, the Golf Course Property. The lots contained within the Southern End of Parcel C, as defined hereinafter, which can include no more than two (2) lots, are excluded from the definition of "Open Space."

Section 17. "Owner" shall mean and refer to the record owner, whether it is one or more persons or entities, of fee simple title to any Living Unit, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 18. "Plat" or "Plats" shall collectively mean the subdivision plat(s) of the Property recorded from time to time in the Office of the Clerk of the Superior Court of Bryan County, Georgia.

Section 19. "Property" shall mean and refer to that real property which was submitted to the Original Declaration, including without limitation that real property which is described on Exhibit "A" attached hereto, the Adjacent Property, as hereinafter defined, the Golf Course Property, which property is more particularly described in Exhibit "C" attached hereto, and the Southern End of Parcel C, which property is more specifically described in Exhibit "D" attached hereto.

Section 20. "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 their domestic servants, maintaining a common household.

Section 21. "Structure" shall mean anything erected, constructed or located in or upon the ground of any Lot, or Attached Housing Parcel, either temporarily or permanently.

Section 22. "Voting Member" shall mean and refer to the Owners.

Section 23. "Adjacent Property" shall mean and refer to that real property which was previously platted as Waterford Landing Subdivision, Phase 1, recorded on October 1, 1986 with the Clerk of Superior Court, Bryan County, Georgia, in Book No. 343, pages 1-2.

Section 24. "Original Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, and Restrictions Waterford Landing Planned Unit Development, in the office of the Clerk of Superior Court of Bryan County, Georgia on May 23, 1997 at Deed Book 16-I, Page 396, *et seq.*, as amended by that certain First Amendment to said Declaration, recorded in said Clerk's office on June 10, 1998 at Deed Book 30, Page 145, *et seq.*, as further amended by that certain Second Amendment to said Declaration, recorded in said Clerk's office on July 9, 1999 at Deed Book 76, Page 408, *et seq.*, as further amended by that certain Third Amendment to said Declaration, recorded in said Clerk's office on June 12, 2001 at Deed Book 164, Page 79, *et seq.*, as further amended by that certain Amendment to said Declaration, recorded in said Clerk's office on June 22, 2007 at Deed Book 732, Page 336, *et seq.*, as further amended by that certain Amendment to the Declaration of Covenants, conditions, and Restrictions for Waterford Landing Planned Unit Development, recorded in said Clerk's office on July 31, 2012 at Deed Book 1061, Page 945, *et seq.*, and as further amended by that certain Amendment to the Declaration of Covenants, conditions, and Restrictions for Waterford Landing Planned Unit Development, recorded in said Clerk's office on July 31, 2012 at Deed Book 1061, Page 956, *et seq.*

Section 25. "Townhome Neighborhood" shall mean and refer to the property submitted to the Townhome Neighborhood Declaration and more fully described in Exhibit "E" attached hereto and incorporated herein.

Section 26. "Townhome Neighborhood Assessment" shall mean and refer to any assessment levied by the Association against the Townhome Neighborhood Lot Owners to fund Townhome Neighborhood Expenses in accordance with the terms of this Declaration.

Section 27. "Townhome Neighborhood Association" shall mean and refer to the association identified in the Townhome Declaration.

Section 28. "Townhome Neighborhood Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions, The Townhomes at Waterford Landing, Waterford Landing Planned Unit Development, recorded in the office of the Clerk of Superior Court of Bryan County, Georgia on November 25, 1998 at Deed Book 49, Page 448, *et seq.*, as amended.

Section 29. "Townhome Neighborhood Expense" shall mean and refer to an expense incurred by the Association in accordance with the terms of this Declaration that relates

to the maintenance, repair, or replacement of property or items located within the Townhome Neighborhood or enforcement of the Townhome Neighborhood Declaration.

Section 30. "Townhome Neighborhood Lot" shall mean and refer to the any plot of land designated as such on the Townhome Neighborhood Plat. Such Townhome Neighborhood Lots are identified as Lots 1 through and inclusive of 18 on the Townhome Neighborhood Plat.

Section 31. "Townhome Neighborhood Lot Owner" shall mean and refer to the record owner, whether it is one or more persons or entities, of fee simple title to any Townhome Neighborhood Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 32. "Townhome Neighborhood Plat" shall mean and refer to that certain plat titled The Townhomes at Waterford Landing, which is recorded in the office of the Clerk of Superior Court of Bryan County, Georgia on November 25, 1998 at Plat Book 469, Page 8, as amended, which depicts the Townhome Property.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Living Unit. No Owner, whether one or more persons, shall have more than one membership per Living Unit. Ownership of a Living Unit shall be the sole qualification for membership in the Association, and each Owner shall remain a Member until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 2. Voting Rights. The Association shall have one (1) class of voting membership:

- (a) Class A. Class A Members shall be all Owners. Each Owner shall be entitled to one (1) vote for each Living Unit owned. If more than one person owns an interest in a Living Unit, all such persons shall designate one (1) person who shall be the Voting Member for the Living Unit and who shall be the only one (1) of such persons allowed to cast one (1) vote with respect to the Living Unit.
- (b) Voting Members. Only Voting Members who are current on all assessments due the Association hereunder shall be entitled to attend meetings of the Association and cast votes on all matters pertaining to the Association, including, but not limited to, the election of members of the Board of Directors, amending this Declaration, the Articles of Incorporation and

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Bylaws of the Association, and all other matters which may be brought before the membership, except as otherwise provided in this Declaration.

ARTICLE III COVENANTS FOR ASSESSMENTS

Section 1. Exemption. Except for Living Units within the Adjacent Property, the Annual or Special Assessments shall not apply to any Living Units owned by the Association.

Section 2. Creation of Lien and Personal Obligation of Assessments. Subject to the provisions of Section 1. above, each Owner of any 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 themselves, their heirs, representatives, successors and assigns, to pay:

- (a) A capital contribution of \$250.00 to the fund established by the Association for such purposes as the Board of Directors in its sole discretion determines, which shall be paid at the time of any conveyance of a Living Unit to an Owner.
- (b) the Annual Assessments or Charges described in Section 3 and 4 of this Article, and
- (c) the Special Assessments for Capital Improvements described in Section 5 of this Article.

All Assessments shall be fixed, established and collected as hereinafter provided and all Assessments, together with interest, costs and reasonable attorney's fees actually incurred, shall be a charge upon the Living Unit against which such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person(s) or entity who was the Owner at the time when the Assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance.

Section 3. Annual Assessments or Charges. The Annual Assessments shall be levied by the Association and used exclusively for promoting the health, safety and welfare of the residents of the Property, and in particular for:

- (a) The maintenance and repair of any sign or signs located: (i) at the entrance, located at the intersection of Waterford Landing Road and Cranston Bluff Road (the "Entrance") and (ii) on any easements, Open Space or buffers within the Property;
- (b) The operation and maintenance of the Community Recreation Site, Open Space, and the acquisition, purchasing, financing, operation and maintenance

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of the Golf Course, including, but not limited to the clubhouse and pool facility.

- (c) The operation, maintenance and payment of all utility bills for (i) street lighting of Waterford Landing Road and all roads within the Property; (ii) lighting at the Entrance; and (iii) lighting of any easements, Open Space or buffers within the Property;
- (d) Landscaping (including, but not limited to grass cuttings) (i) at the Entrance, and (ii) on all roads, easements, Open Space and buffers within the Property;
- (e) The operation, repair and maintenance of an irrigation system at the Entrance or in any Open Space, easements or buffers within the Property, and the payment of all utility bills for the operation of such irrigation systems;
- (f) The payment of all taxes of any nature due from the Association;
- (g) The payment of all management fees due for the management of the Association;
- (h) The payment of premiums for any general liability insurance, directors liability insurance or other insurance obtained by the Association;
- (i) The payment of all operating expenses of the Association, including, but not limited to postage expense, office supplies, accounting fees, actual attorney's fees and costs incurred, office staff, office equipment and rent.

Section 4. Amount of Annual Assessment. The Annual Assessment for each Living Unit, unless exempt, shall be payable annually, in advance, on or before January 1 of each calendar year, or in such other installments during such calendar year as the Board of Directors may determine, and the amount thereof shall be determined as follows:

- (a) Until December 31, 2007, the Annual Assessment shall be Six Hundred Fifty Dollars (\$650.00) per Lot, which may be paid for the year 2007 as follows: One Hundred Seventy Five Dollars (\$175.00), was due and payable on January 1, 2007, and if not paid then shall be considered delinquent; Three Hundred Dollars (\$300.00) shall be due and payable June 1, 2007; One Hundred Seventy Five Dollars (\$175.00) shall be due and payable August 1, 2007;
- (b) The Annual Assessment for the calendar year beginning January 1, 2008, and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased or decreased by the Board of Directors without approval by the Voting Members of the Association by an amount not to exceed twenty percent (20%) of the Annual Assessment of the previous year. The affirmative

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vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose shall be required to approve other increases or decreases in the Annual Assessment.

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(c) When the Board of Directors fixes the Annual Assessment for each fiscal year, the Board of Directors shall, at the same time and in connection therewith, prepare, or cause to be prepared an annual budget showing the services to be provided by the Association and the costs thereof, and distribute a copy thereof to each Member.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment, not to exceed \$100.00 for each Owner unless approved by majority vote of the Owners, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement situated within any Open Space, including the necessary fixtures and personal property related thereto. The Association may also levy a Special Assessment to acquire, purchase, or facilitate the finance of the Golf Course Property, with said Special Assessment to be approved by the affirmative vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting of the Association called for the purpose of taking any action authorized under Section 4. and 5. shall be sent to all Voting Members not less than ten (10) days nor more than sixty (60) days before the date of the meeting. The holders of more than two (2%) percent of the interests entitled to vote, present in person or by proxy, shall constitute a quorum, except as otherwise provided by law. If a quorum shall not be present, the Members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present, in the provisions of the Declaration. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. Uniform Rate of Assessments. Annual and Special Assessments shall be fixed at a uniform rate for all Living Units, except as may be provided herein.

Section 8. Date of Commencement of Assessments: Due Dates: Certificate.

(a) All Assessments provided for herein shall commence as to any Living Unit, unless exempt, upon the conveyance of the Living Unit to an Owner. The amount of Assessments due upon the conveyance of a Living Unit shall be computed according to the number of days remaining in the calendar year applicable to such Assessment.

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- (b) At least thirty (30) days in advance of the due date of each Assessment, the Board of Directors shall fix the amount and due date of the Assessment and give each Owner subject thereto written notice thereof.
 - (c) The Association, upon demand and payment of a service fee of not more than Twenty-Five and no/100 Dollars (\$25.00) shall furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments due on a specified Living Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Living Unit shall be binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after its due date shall incur a twenty-five dollar (25.00) late fee and shall bear 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 (15%) percent per annum, whichever is higher, and such amount, together with interest and the costs of collection, including reasonable attorney's fees actually incurred, thereof as provided hereinafter, shall thereupon become a continuing lien upon the Living Unit against which such Assessment was made, and shall bind such Living Unit and the then Owner, their heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the Living Unit in like manner as a deed to secure debt and, in either event, interest, costs, and reasonable attorney's fees actually incurred shall be added to the amount of such Assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of all Assessments 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 Living Unit after commencement of the foreclosure action and the Association 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 abandonment of his Living Unit.

Section 10. Subordination of Lien to Deed to Secure Debt. The lien of the Assessments provided for herein shall be subordinate to the lien of any first deed to secure debt conveying the Lot subject to Assessments, and the lien of any ad valorem taxes on the Living Unit. Sale or transfer of a Living Unit shall not affect the Assessments lien thereon. However, the sale or transfer of a Living Unit pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien for such Assessment which became due prior to such sale or transfer. No such sale or transfer shall release such Living Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 11. Collection of Assessments Upon Conveyance of Living Unit.

Notwithstanding anything contained herein to the contrary, the following Assessments shall be paid to the Association upon the conveyance of a Living Unit to any person or entity not a Builder:

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- (a) A capital contribution of \$250.00 for such purposes as the Board of Directors in its sole discretion determines.
 - (b) The pro-rated balance of any Assessments due for the calendar year in which the closing occurs; and,
 - (c) If the conveyance occurs within ninety (90) days of the end of any fiscal year, the Assessments due or projected due by the Association for the next calendar year.

Section 12. Borrowing Money. Except as limited herein, the Association shall have the right to borrow money in such amounts, for such purposes and on such terms as determined by the Board of Directors. The Association cannot borrow any money if the repayment thereof on an annual basis results in an increase of more than fifteen (15%) percent in the annual expenditures of the Association as projected for the next fiscal year by the Board of Directors. The determination by the Board of Directors as to projected annual expenditures shall be controlling. Notwithstanding anything contained in this Section 12, the Association shall have the right to borrow up to \$300,000.00 to acquire, purchase, and finance the Golf Course Property, on such terms as determined by the Board of Directors.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Purpose. It is the purpose of this Article to prohibit any improvement or change in the Property which would be unsafe or hazardous to any personal property or individual; to minimize destruction or diminution of the view afforded to all Living Units, and to preserve as much as is practicable the visual continuity of the Property; to assure that the improvements and construction of Dwellings and Structures on the Property will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property.

Section 2. Approval Required. No building, wall, walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, or other Structure shall be commenced, erected, altered, modified or maintained upon any Lot or Attached Housing Parcel, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, type and color of brick, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Architectural Review Committee as outlined herein. No change shall be made in exterior color, stain or painting of any Dwelling or Structure or door thereof, balcony or deck thereunto attached, unless so approved.

Section 3. Architectural Review Committee. The Architectural Review Committee (“ARC”) shall consist of at least three (3) and not more than five (5) members to be appointed by the Board of Directors and shall have exclusive jurisdiction to approve or disapprove all of the items listed in Section 2 above.

Section 4. Architectural Review Guidelines. The ARC shall prepare and, on behalf of the Board of Directors, promulgate “Architectural Review Guidelines”. The Architectural Review Guidelines shall be those of the Association, and the Board of Directors shall have sole and full authority to prepare and amend them. The Architectural Review Guidelines shall be made available to Owners who seek to engage in construction upon any Lot or Attached Housing Parcel, and Owners shall conduct construction strictly in accordance therewith.

Section 5. Landscaping Requirements. The ARC shall prepare and distribute to purchasers a “Community Landscaping Guidelines” outlining the preferred types of plants and the minimum amount of landscaping required for each Dwelling within the Property. The ARC may, in its sole discretion, require that a “landscaping plan” prepared by a landscape architect, landscape designer, or someone in the business of installing landscaping, be submitted for review at any time prior to six (6) months following occupancy of a Dwelling. It is the intention of this requirement that each Dwelling provide a minimum amount of landscaping consistent with other landscaping in the subdivision in the front of the Dwelling in order to further the visual appeal of the streetscape and protect existing property values. The preservation of existing trees where possible and the use of existing trees within the landscaping scheme will be encouraged.

Section 6. Liability. Provided that a member or members of the ARC, as the case may be, has or have acted in good faith on the basis of such information as possessed, neither the Association, the Board, the ARC, nor any member of the foregoing shall be liable to any person or entity for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Property;
- (d) Any negligence or breach of contract by a Builder carrying out construction within the Property.

Section 7. Procedures. Whenever approval is required for any matter within the jurisdiction of the ARC, the person seeking such approval shall furnish the data required by the ARC, and no such submission shall be deemed to have been made unless and until

all required information has been received by the ARC. The ARC shall either approve or disapprove the design, location and proposed construction and clearing activities within thirty (30) days after plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors shall have the right, from time to time, to establish review fees to defray the expenses of the ARC, which fees shall be paid at the time of submission of such plans.

Section 8. When Approval Deemed Granted. In the event the ARC shall fail to approve or disapprove a proposed design plan and location within thirty (30) days after all the required plans and specifications therefore have been received by it, approval shall be deemed granted, unless a suit to enjoin the proposed construction has been filed prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they are incomplete, contain erroneous data, or fail to present accurate and complete information upon which the ARC may be expected to base its decision.

Section 9. Right to Inspect. The ARC shall have the right, at its election, to enter upon any Lot or Attached Housing Parcel before or during clearing or construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials, all to be determined in the sole opinion of the ARC. The ARC shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

Section 10. Requirement for Stamped Plans. No construction plans or specifications for any building to be constructed upon any Lot or Attached Housing Parcel shall be submitted to the Bryan County Building Department, or any similar regulatory authority having jurisdiction, until such plans and specifications shall have been approved by the ARC. The ARC's approval shall be evidenced by a stamp or official seal of the ARC stamped upon or affixed to the approved plans and specifications or the signature of at least two (2) members of the ARC. The ARC shall have the discretion from time to time to establish and modify the content and format of the ARC stamp or official seal.

ARTICLE V USE RESTRICTIONS

Section 1. Living Unit Use. Living Units shall only be used for private residential purposes of a Single-Family. No Structure shall be erected, re-erected or maintained on a Lot, except one Dwelling designed for occupancy by a Single-Family, together with such accessory buildings for use by a Single Family as may be approved by the ARC in its sole discretion.

Section 2. Dwelling Size. All Dwellings constructed on any Lot shall have a Living Area of at least twelve hundred (1200) square feet. All Dwellings constructed on any Attached Housing Parcel shall have a Living Area of at least eight hundred (800) square feet.

Section 3. Garages and Driveways. All Dwellings constructed on Lots shall have an enclosed garage. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof. All Dwellings must have a paved driveway with a paved parking area.

Section 4. Construction Quality. It is the intention and purpose of this Declaration to ensure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Property. All Dwellings shall be constructed in accordance with applicable governmental codes, the Architectural Review Guidelines, and with such more restrictive standards as may be required by the ARC.

Section 5. Nuisances. No noxious or offensive activity shall be carried on within the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other residents of the Property. 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 Dwelling or Structure which will increase the rate of insurance applicable to other Dwellings in the Property. In the event of a dispute as to whether an activity is noxious, offensive, annoying, a nuisance, immoral, improper to offensive as used herein, the determination as such by the Board of Directors shall be controlling.

Section 6. Home Occupations. No home occupation, industry, business, trade or profession of any kind shall be conducted, maintained or permitted on any part of the Property, unless approved in writing by the Board of Directors in its sole discretion.

Section 7. Temporary Structures. No temporary structure including, but not limited to tents, shacks and mobile homes shall be placed on any Lot or Attached Housing Parcel at any time. In the event of a dispute as to whether a Structure is a "Temporary Structure" as used herein, the determination as such by the Board of Directors shall be controlling.

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on a Lot or in a Dwelling, except that not more than five (5) household pets (including no more than three (3) dogs) may be kept or maintained on a Lot or in a Dwelling, provided that they are not kept, bred, or maintained for a commercial purpose and, provided further, that they shall not, in the sole discretion of the Board of Directors, constitute a nuisance or cause unsanitary conditions. All animals must be confined to their Owner's Lot or Dwelling, unless walked on a leash.

Section 9. Re-subdivision. No Lot shall be re-subdivided, combined with another Lot, or reduced in size without the written consent of the ARC.

Section 10. Outside Antennae. No outside radio or television antennae, dishes or discs shall be erected on a Lot or Attached Housing Parcel without the prior written approval of the ARC. It is the intent of this Declaration that satellite dishes of 20 inches or smaller in diameter be allowed. The location of any approved satellite dish or antennae must be approved by the ARC prior to installation.

Section 11. Clothes Lines. No clothes lines or other devices designed for drying clothes outside of a Dwelling shall be permitted within the Property. In the event of a dispute as to whether a device is a "Clothes Line" as used herein, the determination as such by the Board shall be controlling.

Section 12. Parking. All vehicles, including but not limited to, automobiles, trucks and motorcycles must be parked in garages, on the driveway area or on the parking area required on each Lot or Attached Housing Parcel. No disabled automobiles, trucks, or motorcycles, may be parked within the Property for more than two (2) days. No automobiles, trucks, or motorcycles shall be parked in streets, right-of-ways or Common Areas within the Property other than areas specifically designated for parking on the Community Recreation Site except for temporary parking by guests or invitees of the Owners. The determination of "temporary" shall be made by the Board of Directors in its sole discretion. Vehicles of Owners and their guests and invitees may be temporarily parked at the Golf Course Property in areas specifically designated for parking when said persons are using the Golf Course Property, to the extent said parking is allowed by the Board of Directors in rules and regulations promulgated hereunder. The determination of "temporarily parked" shall be made by the Board of Directors in its sole discretion.

Section 13. Boats and Motor Vehicles. No commercial vehicles/buses, trailers, camping trailers, motor homes, recreational vehicles or boats, (collectively "Vehicle/Boat") may be maintained or parked within the Property, unless the Owner thereof obtains a conditional parking permit from the Board of Directors. The Board of Directors shall have the authority, in its discretion, to establish the standards for the issuance of such permit and the authority to order the removal of any Vehicle/Boat maintained or parked in violation of its conditional parking permit. The cost of such removal shall be paid by such Owner of the removed Vehicle/Boat. In the event of a dispute as to whether a device is a "Vehicle/Boat" as used herein, the determination as such by the Board of Directors shall be controlling. Notwithstanding the foregoing, marshfront or waterfront lots within the Adjacent Property upon which a Dwelling has been constructed may park not more than one boat for personal use only provided it is maintained in a neat and orderly condition and is parked behind the front building line (a line drawn along the front wall of the living portion of a Dwelling and extended to its intersection with each side Lot line) of the Dwelling.

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SECTION 14. Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot or Attached Housing Parcel unless the mailbox or receptacle is in compliance with the Architectural Review Guidelines.

SECTION 15. Signs.

- (a) No signs shall be displayed upon the Property other than: (i) a sign identifying the name of the Builder, lender or architect during construction of a Dwelling; provided said sign does not exceed three (3) square feet; or (ii) a professionally made sign identifying a Lot "For Sale"; provided said sign is placed only on the subject Lot, does not exceed two (2) square feet in area; and is suspended from a wooden sign post, all as approved by the ARC in its sole discretion.
- (b) No other signs, including but not limited to directional signs, shall be placed anywhere within the Property, including, but not limited to rights-of-ways unless approved by the ARC in its sole discretion.

SECTION 16. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch or swale in the Property without the prior written approval of the Board of Directors. The Owner of a Lot or Attached Housing Parcel 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 17. Setback. All Dwellings erected on a Lot must be situated within the front, rear and side setback lines shown on the Plat and according to the following:

- (a) Front – Twenty-Five (25) Feet.
- (b) Side – Seven and One-Half (7.5) Feet.
- (c) Rear – Twenty (20) Feet

Dwellings constructed upon Attached Housing Parcels must be situated within the front, rear and side setbacks as may be established by the ARC. Front and rear setbacks for Lots within the Adjacent Property shall be governed by the recorded plat of the Adjacent Property.

SECTION 18. Maintenance. Each Owner shall be responsible for the maintenance of his Living Unit, yard and all improvements erected thereon. The Board of Directors shall be authorized to adopt property and landscaping guidelines that set forth the minimum maintenance requirements of the owners. If, in the sole opinion of the Board of Directors, an Owner fails to maintain his Living Unit, yard or any improvements erected thereon in

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a neat and orderly manner and in accordance with the property and landscaping guidelines adopted by the Board, if any, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice via U.S. First Class Mail of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot.

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

This Section shall apply, without limitation, to any financial institution or other person or entity that takes title to any Lot or Living Unit, including, but not limited to, through judicial or non-judicial foreclosure or by deed in lieu of foreclosure. Such financial institution or other person or entity shall be responsible for maintaining the Living Unit, yard and all improvements erected thereon in accordance with this Section. The Association shall have all remedies set forth in this Section and this Declaration in the event such financial institution or other person or entity fails to perform its responsibilities.

Further, this shall apply, without limitation, to any Owner that files bankruptcy. Such Owner shall continue to be responsible for maintaining the Living Unit, yard and all improvements erected thereon in accordance with this Section throughout the pendency of his or her bankruptcy. The Association shall have all remedies set forth in this Section and this Declaration in the event such Owner fails to perform its responsibilities.

Section 19. Fuel Tanks. No fuel tanks or similar storage receptacle may be exposed to view on a Lot or Attached Housing Parcel. Fuel tanks or similar storage receptacles may be installed only within a Structure, within a screened area or buried underground, as approved by the ARC in its discretion. This provision shall not apply during construction of a Dwelling.

Section 20. Driveways and Walkways.

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- (a) No driveways or walkways may be located within two (2) feet of the side boundary lines of a Lot or Attached Housing Parcel. Notwithstanding the foregoing, driveways and walkways can only be constructed on Lots or Attached Housing Parcels at locations approved by the ARC in its sole discretion:
 - (b) Driveways and walkways can only be constructed of such materials as approved by the ARC and according to the Architectural Review Guidelines.

Section 21. Firearms, Archery, Hunting.

- (a) No firearms, including but not limited to rifles, shotguns, pistols, pellet guns or BB guns shall be discharged within the Property;
- (b) No archery equipment shall be shot or used within the Property;
- (c) No hunting or shooting of birds, squirrels or other animals shall be permitted within the Property.

Section 22. Community Recreation Site.

- (a) The Community Recreation Site has been dedicated for the use and enjoyment of the Owners. The Association shall formulate rules and regulations governing the use of the Community Recreation Site by the Owners, and shall furnish all Owners a copy of said rules and regulations within a reasonable time following the conveyance of a Living Unit to the Owners. The Association shall have the right from time to time to amend these rules and regulations and shall furnish, by first class mail, each Owner a copy of said amendments as they are adopted by the Association.
- (b) Use of the Community Recreation Site will be limited to the Owners. However, notwithstanding anything contained herein, the Board of Directors may offer membership to non-residents for a fee if it deems the action to be in the best interests of the community in order to assist in the payment of maintenance expenses. All memberships sold to non-residents will be annual memberships which will not automatically renew; renewal of such will be subject to the discretion of the Board of Directors.

Section 23. Fences.

- (a) No fence, wall, or other barrier shall be constructed upon any lot without the prior approval of the ARC as provided in Article IV hereof.

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- (b) All swimming pools constructed within the Property shall be enclosed by a retaining wall, fence or similar structure, the design of which has been approved by the ARC, having a minimum height of four (4) feet, which shall be constructed or installed so as to obstruct access by persons other than the Owners of the Lot upon which the swimming pool is constructed, and their respective guests, invitees and licensees. All gates installed in the fence enclosing the swimming pool shall be self latching with latches placed at least four (4) feet above the ground. All such gates shall be kept securely closed and latched at all time.

Section 24. Use of Attached Housing Parcels. The Attached Housing Parcels may be used for Condominiums, Apartments, fee simple Patio Homes or the like. Each Attached Housing Unit located thereon shall be used only for private residential purposes of a single family. Each Attached Housing Parcel must contain not less than twenty percent (20%) of its gross area as Open Space, as that term is defined in the Planned Unit Development Ordinance for Bryan County Georgia.

Section 25. Permitted Non-Conforming Uses. In recognition of the fact that certain uses within the Adjacent Property do not conform to the provisions of this Article V, such non-conforming uses shall be allowed to remain but only if such use (i) existed as of June 10, 1998, which was the date of the First Amendment to the Original Declaration, and (ii) was reported in writing to the Association by certified mail, return receipt requested, within thirty days of the recording of the First Amendment to the Original Declaration. Non-conforming uses which are destroyed by fire or other casualty, or fall into disrepair, shall not be allowed after the date of such casualty or disrepair.

Section 26. Golf Course.

- (a) The Golf Course Property has been designated for the use and enjoyment of the Owners. The Board of Directors is authorized to formulate rules and regulations governing the Golf Course Property by the Owners. The Board of Directors, in its sole discretion, shall have the right from time to time to amend these rules and regulations.
- (b) Use of the Golf Course Property shall be limited to the Owners. However, notwithstanding anything contained herein, the Board of Directors may offer membership to non-residents for a fee if it deems the action to be in the best interest of the community in order to assist in the payment of expenses. All memberships sold to non-residents will be annual memberships, which will not automatically renew; renewal of such will be subject to the discretion of the Board of Directors.
- (c) The Southern End of Parcel C, as described herein, is not dedicated for the use and enjoyment of the Owners, as it is not Open Space or part of the Golf Course.

ARTICLE VI RIGHTS AND EASEMENTS.

Section 1. Reservation of Easement. In addition to all easements shown on any Plat, the Association is hereby granted and reserves to itself, as the case may be, and its designated successors and assigns, a perpetual, alienable and releasable easement across and within seven and one-half (7.5) feet of all the boundaries of a Lot for the installation, construction, renewing, operation and maintenance of utilities and drainage facilities, including installation under the ground, as well as upon and above ground, for the purpose of serving the Property with water, telephone, electricity, sewer, cable television, and other utility services. Within these easements, no Structures, planting or other materials may be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may, in the sole discretion of the Association, change the direction of flow of drainage ditches and easements, or which may obstruct or retard the flow of water through drainage ditches, swales and easements. Article VI, Section 1 shall not apply to the Adjacent Property.

Section 2. Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action shall appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot or Attached Housing Parcel which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent lot or into sanitary sewer lines.

Section 3. Easement Related to Golf Course. The Property and all Lots and Attached Housing Parcels located therein shall be subject to an easement in favor of the Association, its successors and assigns, and its licensees, guests and invitees, for the doing of every act necessary, proper and convenient to the playing of golf on the Golf Course, including foot traffic for the recovery of golf balls on and across the Lots, the flight of golf balls over and upon the Property, the use of necessary and usual equipment upon the golf course, the usual and common noises created by the playing of golf, together with all the normal and usual activities associated with the operation of the Golf Course.

ARTICLE VII INDEMNIFICATION

Section 1. General. Notwithstanding any duties of the Association to maintain any Open Space, rights-of-ways or street lighting within the Property and at the Entrance, or any other duties imposed upon or accepted by the Association, the Association shall not be liable for injury or damage caused by any latent or other condition in any portion of such

rights-as-ways, Open Space, street lighting or otherwise, nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred in connection with any proceeding to which he may be a party or in which he may become involved by reason of his or her having been an officer or director of the Association, or any settlement, whether or not such person is an officer or director of the Association at the time such expense and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any such settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

Section 2. Disclaimer As To Water Bodies. Neither the Association nor any of its successors, assigns, officers, directors, committee members, employees, management agents, contractors or sub-contractors (collectively, the "listed parties"), shall be liable or responsible for maintaining or assuring the water quality or level in any lake, pond, canal, river, creek, stream or other water body within or adjacent to the Property, except as such responsibility may be specifically imposed by an applicable governmental or quasi governmental agency or authority. All Owners and users of any portion of the Property adjacent to or having a view of any of the aforesaid water bodies shall be deemed, by virtue of their acceptance of the deed to or use of, such property, to have agreed to hold harmless the listed parties for any and all changes in the quality and level of the water in such bodies.

All persons and Owners are hereby notified that from time to time alligators and other wildlife may habitate or enter into water bodies within or adjacent to the Property and may pose a threat to persons, pets, and property, but that the listed parties are under no duty to protect against, and do not in any manner warrant against, any deaths, injury, or damage caused by such wildlife.

All persons and Owners are hereby notified that lake banks, river banks, and slopes within certain areas of the Property may be steep and that depths near shore may drop off sharply. By acceptance of a deed to, or use of, any portion of the Property all owners or users of such property shall be deemed to have agreed to hold harmless the listed parties from any and all liability for damages arising from the design, construction, or topography of any lake banks, river banks, boat ramps, slopes, or lake bottoms located within or around the Property.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Application. All Owners, employees of Owners, guests of Owners, tenants or other persons who may, in any manner, use the Property or any portion thereof shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and

the Bylaws of the Association and any Rules and Regulations formulated by the Board of Directors, pursuant to Article V herein.

Section 2. Enforcement. The Association, an assignee of the Association, the Board of Directors, the ARC, or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by any party named above to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought to enforce any of the provisions of this Declaration by either the Association, an assignee of the Association, the Board of Directors, or the ARC, such party, if successful, shall be entitled to recover of the defendant therein all costs of the action, including reasonable attorney's fees actually incurred.

Section 3. Severability. Invalidation of any Section or portion of this Declaration by judgment or court order, shall in no way affect any other Sections or portions, which shall remain in full force and effect.

Section 4. Notices. Any notice sent or required to be sent to any party under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address shown on the books of the Association for such addressee at the time of mailing or when delivered by hand.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with the Property, bind the Property and shall inure to the benefit of and be enforceable by the Association, an assignee of the Association, the ARC, or any Owner, and their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years and for successive periods of ten (10) years each as follows: to discontinue the Covenants and Restrictions of this Declaration at least two-thirds of the record Owners shall execute a document containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all record Owners affected thereby, and a description of the covenants and restrictions to be discontinued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this State, stating that he has searched the land records and has verified the names of the record owners appearing in the document shall be recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension, provided, however, that no such discontinuation shall be effective unless made and recorded prior to the lapse of time of such initial period or extension.

Section 6. Amendment of Declaration.

The Association shall have the power to amend this Declaration by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 7. Lease of Dwelling. No Dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than his entire Dwelling. All leases must be in writing and provide that the terms of the lease and the occupancy of the Dwelling are subject in all respects to this Declaration and to the Bylaws and Articles of Incorporation of the Association, and any Rules and Regulations formulated by the Board of Directors pursuant to Article V herein, and that any failure by any lessee to comply with the terms of such documents shall constitute a default under such lease. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of such documents, including the irrevocable power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

Section 8. Liability Insurance. At the sole discretion of the Board of Directors, the Association may obtain and maintain a broad form public liability insurance policy or other form of liability insurance policy covering damage or injury caused by the negligence of the Association or any of its agents, officers or employees, in amounts to be determined by the Board of Directors for each occurrence. Such policy or policies may contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees.

Section 9. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by the affirmative vote of seventy-five (75%) percent of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. However, this section shall not apply to:

- (a) Any actions brought by the Association, the ARC or an assignee of the Association to enforce any provisions of this Declaration (including, without limitation, the foreclosure of liens or the enforcement of use restrictions);
- (b) Imposition and collection of Assessments as provided hereinabove;
- (c) Counterclaims brought by the Association in proceedings instituted against it;
- (d) Any actions brought by the Association concerning or related to the acquisition of the Golf Course Property, including without limitation, judicial and non-judicial foreclosure proceedings and other necessary litigation, as determined by the Board of Directors, in its sole discretion.

Section 10. Conflicts. In the event of any irreconcilable conflict between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control.

Section 11. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

Section 12. Time of the Essence. Time is of the essence for purposes of this Declaration.

Section 13. Other Insurance. In addition to the liability insurance described in Section 8. above, the Board of Directors, in its sole discretion, may obtain and maintain for the Association such other insurance or fidelity bonds as it deems necessary.

Section 14. Dispute Resolution. The Board of Directors shall adopt Dispute Resolution Procedures for addressing owner disputes, concerns, or grievances. The Dispute Resolution Procedures shall require, at a minimum, that the Owner must give written notice to an Association Administrator setting forth in reasonable particularity the dispute, concern, or grievance and the action the Owner is requesting the Association to take or perform. In the event the Association Administrator is unable to resolve the Owner's dispute, concern, or grievance, the Association Administrator shall forward the Owner's written notice to the Board of Directors. The Board will deliberate on the Owner's written notice at a Board meeting and determine the course of action, if any, the Board will take to address the Owner's dispute, concern, or grievance. The Board may permit the Owner to attend such Board meeting. Upon a final determination by the Board, the Board may provide a written response to the Owner setting forth its final decision.

Section 15. Property Subject to the Declaration. The property subject to this Declaration is all that property subjected to the Original Declaration, including without limitation the property described in Exhibit "A" attached hereto, the Adjacent Property, as defined herein, the Golf Course Property, which property is more particularly described in Exhibit "C" attached hereto, and the Southern End of Parcel C, which property is more specifically described in Exhibit "D" attached hereto.

The Property shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions set forth herein, all of which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding on all persons having or hereafter acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE IX UTILITY PROVISION

Section 1. Water and Sewer Systems.

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CLERK OF SUPERIOR COURT
FEBRUARY 27, 2011 11:28 AM

(a) Every Owner shall be presumed conclusively by their acceptance of a deed of conveyance to such Living Unit to have covenanted for themselves, their heirs, representatives, successors and assigns to pay the following in connection with the private utility company ("Utility Company") furnishing water and sewer services within the Property:

(i) A connection/tap-in fee in such amount as is required by the Company payable at the time of approval of plans by the ARC; and

(ii) All charges for water and sewer usage, as determined by meters installed for each Living Unit after connection to the systems.

(iii) In the case of a Lot or Living Unit which is vacant, and not connected to the water and sewer system, a monthly water/sewer availability charge in an amount equal to one half the base water/sewer charge for Living Units, except for Lots within the Adjacent Property in which case Owners thereof shall pay one quarter the base water and sewer charge.

(b) Except for a well or wells owned by the Utility Company; no other wells designed to provide drinking water shall be permitted within the Property.

(c) The Association shall pay for water usage as if all usage by it was metered through one water meter, notwithstanding the fact that there may be more than one meter for Association usage.

Section 2. Garbage Collection. Garbage, trash, and rubbish shall be removed from the property only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party or company providing the same.

Section 3. Electrical, Cable Television, and Telephone Service. All electric, cable television, telephone and other utility lines and connections between the main or primary utility lines and a Dwelling shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

Section 4. Unpaid Charges. Unpaid connection/tap-in fees and usage charges (collectively "Fees") shall constitute a lien upon and encumber the Living Unit with respect to which the charges have been made, and the Utility Company and its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, actual attorney's fees incurred and costs as are reserved to the charges with regard to Assessments as set forth in Article III herein. Notwithstanding anything contained herein to the contrary, the Utility Company and, its successors and assigns shall have the right to terminate or refuse water and sewer services to any Owner who fails to pay any of the Fees as the same shall become due.

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ARTICLE X CONSTRUCTION WASTE MATERIALS

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Section 1. General. During construction of a Dwelling, the following provisions shall apply to scrap materials, wood, paper, trash or other construction waste materials (collectively "Construction Waste Materials"):

- (a) If there is sufficient area on a Lot upon which a Dwelling is being constructed for a truck to pass to the rear of such Lot, then all Construction Waste Materials related to the construction of said Dwelling must be stored and situated at the rear of said Lot;
- (b) The only Construction Waste Materials which can be burned within the Property are wood and paper and these can only be burned in a fifty-five (55) gallon drum.
- (c) After a Dwelling is "dried in", as defined by the Board, all Construction Waste Materials must be removed from the Lot and the Lot "rough graded" as defined by and to the satisfaction of the Board.
- (d) If, in its sole discretion, the Board determines that an Owner or a Builder constructing a Dwelling for a Lot Owner, does not comply with any of the provisions of this Article X, then the Board shall have the option, in its sole discretion, to take whatever actions it deems appropriate to correct said non-compliance and the cost of such corrections plus fifty (50%) percent of said costs shall be paid to the Association by the Owner. The amounts due the Association pursuant to this Article X shall constitute a lien upon and encumber the Lot with respect to which the corrections have been made, and the Association, and its successors and assigns, shall have the same rights and remedies to record and foreclose such a lien and collect such amounts as are reserved to the Association with regard to Assessments as set forth in Article III herein.

ARTICLE XI FHA OR VA COMPLIANCE

Section 1. General. Notwithstanding anything contained herein to the contrary, the Board shall have the unilateral right to amend or modify this Declaration if, in the sole discretion of the Board, such amendment or modification is necessary to provide that loans made or insured by the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, or any successors to such entities, can be made to purchasers of Living Units.

Section 2. Affect. Any amendment or modification enacted by the Board pursuant to Section 1. above shall affect all of the Living Units to the same degree as if the Declaration was so modified or amended prior to the conveyance of any Living Unit to an Owner.

ARTICLE XII ASSIGNMENT OF ASSOCIATION'S RIGHTS AND DUTIES

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The Association may, from time to time, delegate by contract any or all of its rights, powers, discretion and duties described in this Declaration to such agents or managers as it may nominate. In addition, the Association may permanently or temporarily assign and transfer by contract any or all of its powers and duties (specifically including, but not limited to, discretionary powers and duties), rights and obligations reserved to it by this Declaration to any one or more persons, associations, partnerships, corporations or other entities which will accept the same.

ARTICLE XIII CONSTRUCTIVE NOTICE

Every person, firm, association, partnership, corporation or other entity who hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented to and agreed to every covenant, condition and restriction contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person, firm, association, partnership, corporation or other entity acquired an interest in such portion of the Property.

ARTICLE XIV TOWNHOME NEIGHBORHOOD

The Townhome Neighborhood is governed by the Townhome Neighborhood Declaration. Pursuant to the Townhome Neighborhood Declaration, the Townhome Neighborhood Association has certain rights, duties, and obligations, which include, but are not limited to, the maintenance of certain property within the Townhome Neighborhood, as well as levying Townhome Neighborhood Assessments against the Townhome Neighborhood Lot Owners.

Upon the affirmative vote of a majority of the Townhome Neighborhood Lot Owners who are voting in person or by proxy at a meeting duly called for such purpose, the Association at the sole discretion of the Board of Directors may be assigned all or some of the rights, duties, and obligations of the Townhome Neighborhood Association that are set forth in the Townhome Neighborhood Declaration, as amended. Any expense incurred by the Association in exercising those rights, duties or obligations shall be considered a Townhome Neighborhood Expense, and shall be assessed as a Townhome Neighborhood Assessments against the Townhome Neighborhood Lot Owners in accordance with the terms of this Declaration and the Townhome Neighborhood Declaration.

At any time, and from time to time, the Association at the sole discretion of the Board of Directors shall have the right to re-assign the rights, duties, and obligations of the Townhome Neighborhood Association back to the Townhome Neighborhood Association. Further, upon the affirmative vote of a majority of the Townhome Neighborhood Lot Owners who are voting in person or by proxy at a meeting duly called for such purpose, the Association shall re-assign the rights, duties, and obligations of the Townhome Neighborhood Association back to the Townhome Neighborhood Association.

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IN WITNESS WHEREOF, the undersigned hereby certify that Amended and Restated Declaration of Covenants, Conditions, and Restrictions Waterford Landing Planned Unit Development and the Amended and Restated By-Laws of Waterford Landing Homeowners Association, Inc. were properly approved.

Dated this 23rd day of February, 2017.

WATERFORD LANDING HOMEOWNERS ASSOCIATION, INC.

Jennifer Fanning
Signature of President
Print Name: Jennifer Fanning

Sworn to and subscribed before me this 23rd day of February, 2017.

Witness: Tom Norman

Naomi J Cota
Notary Public

Naomi J Cota
Notary Public
My Commission Expires
August 8, 2020
Bryan County, Georgia

[Signature]

Signature of Secretary
Print Name: Michael G. Barnett

Sworn to and subscribed before me this 23rd day of February, 2017.

Witness: Tom Norman

Naomi J Cota
Notary Public

Naomi J Cota
Notary Public
My Commission Expires
August 8, 2020
Bryan County, Georgia

11-13-2020

Dear Mr. [Name]:

Thank you for your letter of [Date].

I am sorry that I cannot provide you with the information you requested at this time.

Naomi J. Coia
Notary Public
My Commission Expires
August 8, 2020
Fulton County, Georgia

Naomi J. Coia
Notary Public
My Commission Expires
August 8, 2020
Fulton County, Georgia

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LEGAL DESCRIPTION
(Parcel D)

BOOK# PAGE#
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

All that certain lot, tract or parcel of land situated, lying and being in the 20th G.M. District of Bryan County, Georgia, containing 2.41 acres of land; bounded on the North, South and West by Waterford Golf Course; on the East by Waterford Landing Road, all of which is more particularly described as follows:

Commencing at the intersection of a point on the Southern R/W line of said Cranston Bluff Road (having a R/W width of 60 feet) and the Northwest corner of Tract 11 (formerly of International Paper Company), now known as Waterford, thence South 34 degrees 55 minutes and 22 seconds West along the Southern R/W line of said Cranston Bluff Road for a distance of 738.97 feet to the intersection of the Western R/W line of Waterford Landing Road (having a R/W width of 60 feet), thence South 32 degrees 09 minutes and 43 seconds for a distance of 114.94 feet to a point on the Western R/W line of said Waterford Landing Road, this point also being The Point of Beginning.

THENCE South 32 degrees 09 minutes 43 seconds East for a distance of 690.00 feet to a point
THENCE South 57 degrees 50 minutes 17 seconds West for a distance of 152.14 feet to a point.
THENCE North 32 degrees 09 minutes 43 seconds West for a distance of 690.00 feet to a point.
THENCE North 57 degrees 50 minutes 17 seconds East for a distance of 152.14 feet to the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

EXHIBIT A

1256 0191

2017 FEB 27 AM 11:29

LEGAL DESCRIPTION
(Parcel E)

BOOK# PAGE#
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

All that certain lot, tract or parcel of land situated, lying and being in the 20th G.M. District of Bryan County, Georgia, containing 9.44 acres of land; bounded on the North, East and South by Waterford Golf Course; on the West by Waterford Landing Road, all of which being more particularly described as follows:

Commencing at the intersection of a point on the Southern R/W line of said Cranston Bluff Road (having a R/W width of 60 feet) and the Northwest corner of Tract 11 (formerly of International Paper Company), now known as Waterford, thence South 34 degrees 55 minutes and 22 seconds West along the Southern R/W line of said Cranston Bluff Road for a distance of 673.80' to the intersect of the Eastern R/W line of Waterford Landing Road (having a R/W width of 60 feet), thence South 32 degrees 09 minutes 43 seconds for a distance of 163.25 to the Point of Beginning:

THENCE North 59 degrees 00 minutes 41 seconds East for a distance of 452.66 feet to a point.

THENCE South 35 degrees 48 minutes 23 seconds East for a distance of 860.00 feet to a point.

THENCE South 59 degrees 00 minutes 41 seconds West for a distance of 505.95 feet to a point.

THENCE along a curve to the right having a radius of 320.88 feet and an arc length of 29.87 feet, being subtended by a chord of North 34 degrees 49 minutes 27 seconds West for a distance of 29.86 feet to a point.

THENCE North 32 degrees 09 minutes 43 seconds West for a distance of 827.34 feet to a point, this also being the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

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BOOK# PAGE#
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
RECORDS & DEEDS

LEGAL DESCRIPTION
(Parcel F)

All that Certain lot, tract or parcel of land situated, lying and being in the 20th C.M. District of Bryan County, Georgia, containing 7.54 acres of land; bounded on the North East and South by Waterford Golf Course; on the West by Waterford Landing Road, all of which being more particularly described as follows:

Commencing at at the intersection of a point on the Southern R/W line of said Cranston Bluff Road (having a R/W width of 60 feet) and the Northwest corner of Tract 11 (formerly of International Paper Company), now known as Waterford, thence South 34 degrees 35 minutes and 22 seconds West along the Southern R/W line of said Cranston Bluff Road for a distance of 673.80 feet to the intersect of the Eastern R/W line of Waterford Landing Road (having a R/W width of 60 feet).

THENCE South 32 degrees 09 minutes 43 seconds East for a distance of 990.60 feet to a point.

THENCE along a curve to the left having a radius of 320.88 feet and an arc length of 178.18 feet, being subtended by a chord of South 48 degrees 03 minutes 34 seconds East for a distance of 175.90 feet to a point.

THENCE South 63 degrees 58 minutes 35 seconds East for a distance of 110.00 feet to a point, this also being the Point of Beginning.

THENCE North 69 degrees 11 minutes 50 seconds East for a distance of 305.00 feet to a point.

THENCE South 34 degrees 20 minutes 44 seconds East for a distance of 1070.00 feet to a point.

THENCE South 72 degrees 50 minutes 09 seconds West for a distance of 496.00 feet to a point.

THENCE along a curve to the left having a radius of 493.36 feet and an arc length of 209.59 feet, being subtended by a chord of North 06 degrees 37 minutes 18 seconds West for a distance of 208.02 feet to a point.

THENCE North 18 degrees 47 minutes 32 seconds West for a distance of 576.32 feet to a point.

THENCE along a curve to the left having a radius of 210.26 feet and an arc length of 165.82 feet, being subtended by a chord of North 41 degrees 23 minutes 03 seconds West for a distance of 161.55 feet to a point.

THENCE North 63 degrees 58 minutes 35 seconds West for a distance of 109.54 feet to a point, this also being the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

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LEGAL DESCRIPTION

COURT

All that certain int. tract or parcel of land situated, lying and being in the 20th C.D. District of Bryan County, Georgia, containing 6.45 acres of land; bounded on the North, East and South by Waterford Golf Course; on the West by Waterford Landing Road, all of which being more particularly described as follows:

Commencing at the intersection of a point on the Southern E/W line of said Cranston Bluff Road (having a E/W width of 60 feet) and the Northwest corner of Tract 11 (formerly of International Paper Company), now known as Waterford, thence South 34 degrees 35 minutes and 22 seconds West along the Southern E/W line of said Cranston Bluff Road for a distance of 873.80 feet to the intersection of the Eastern E/W line of Waterford Landing Road (having a E/W width of 60 feet).

THENCE South 32 degrees 09 minutes 43 seconds East for a distance of 990.69 feet to a point.
THENCE along a curve to the left having a radius of 320.65 feet and an arc length of 178.18 feet, being subtended by a chord of South 48 degrees 03 minutes 34 seconds East for a distance of 175.90 feet to a point.
THENCE South 63 degrees 58 minutes 35 seconds East for a distance of 219.34 feet to a point.
THENCE along a curve to the right having a radius of 210.26 feet and an arc length of 165.82 feet, being subtended by a chord of South 41 degrees 23 minutes 03 seconds East for a distance of 161.33 feet to a point.
THENCE South 18 degrees 47 minutes 32 seconds East for a distance of 376.32 feet to a point.
THENCE along a curve to the right having a radius of 493.35 feet and an arc length of 209.59 feet, being subtended by a chord of South 04 degrees 37 minutes 18 seconds East for a distance of 208.02 feet to a point.
THENCE South 05 degrees 32 minutes 59 seconds West for a distance of 241.66 feet to a point, this point also being the Point of Beginning.

THENCE North 65 degrees 25 minutes 26 seconds East for a distance of 183.92 feet to a point.
THENCE along a curve to the left having a radius of 817.04 feet and an arc length of 191.14 feet, being subtended by a chord of North 72 degrees 12 minutes 03 seconds East for a distance of 190.71 feet to a point.
THENCE North 63 degrees 30 minutes 03 seconds East for a distance of 83.36 feet to a point.
THENCE along a curve to the right having a radius of 210.00 feet and an arc length of 970.77 feet, being subtended by a chord of South 24 degrees 29 minutes 49 seconds East for a distance of 310.00 feet to a point.
THENCE South 65 degrees 30 minutes 03 seconds West for a distance of 83.36 feet to a point.
THENCE along a curve to the right having a radius of 1127.04 feet and an arc length of 317.69 feet, being subtended by a chord of South 78 degrees 39 minutes 40 seconds West for a distance of 313.75 feet to a point.
THENCE North 65 degrees 32 minutes 39 seconds East for a distance of 248.33 feet to a point, this also being the Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

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LEGAL DESCRIPTION
(Parcel H)

BOOK
PAGE

All that certain lot, tract or parcel of land situated, lying and being in the 20th C.N. District of Bryan County, Georgia, containing 8.68 acres of land; bounded on the North, East and South by Waterford Golf Course; on the West by Waterford Landing Road, all of which being more particularly described as follows:

Commencing at the intersection of a point on the Southern R/W line of said Cranston Bluff Road (having a R/W width of 60 feet) and the Northwest corner of Tract 11 (formerly of International Paper Company), now known as Waterford, thence South 34 degrees 55 minutes and 22 seconds West along the Southern R/W line of said Cranston Bluff Road for a distance of 673.00 feet to the intersect of the Eastern R/W line of Waterford Landing Road (having a R/W width of 60 feet).

THENCE South 32 degrees 09 minutes 43 seconds East for a distance of 990.60 feet to a point.
THENCE along a curve to the left having a radius of 320.88 feet and an arc length of 178.18 feet, being subtended by a chord of South 48 degrees 03 minutes 34 seconds East for a distance of 175.90 feet to a point.
THENCE South 63 degrees 58 minutes 33 seconds East for a distance of 219.34 feet to a point.
THENCE along a curve to the right having a radius of 210.26 feet and an arc length of 163.82 feet, being subtended by a chord of South 41 degrees 23 minutes 03 seconds East for a distance of 161.55 feet to a point.
THENCE South 18 degrees 47 minutes 32 seconds East for a distance of 576.32 feet to a point.
THENCE along a curve to the right having a radius of 493.36 feet and an arc length of 209.59 feet, being subtended by a chord of South 06 degrees 37 minutes 18 seconds East for a distance of 208.02 feet to a point.
THENCE South 05 degrees 32 minutes 39 seconds West for a distance of 506.64 feet to a point.
THENCE along a curve to the left having a radius of 171.93 feet and an arc length of 74.29 feet, being subtended by a chord of South 06 degrees 49 minutes 39 seconds East for a distance of 73.71 feet to a point, this point also being The Point of Beginning.

THENCE North 06 degrees 00 minutes 03 seconds East for a distance of 506.70 feet to a point.
THENCE along a curve to the left having a radius of 3114.98 feet and an arc length of 380.56 feet, being subtended by a chord of North 82 degrees 30 minutes 00 seconds East for a distance of 380.32 feet to a point.
THENCE North 78 degrees 59 minutes 51 seconds East for a distance of 33.31 feet to a point.
THENCE along a curve to the right having a radius of 210.00 feet and an arc length of 970.77 feet, being subtended by a chord of South 11 degrees 00 minutes 11 seconds East for a distance of 310.00 feet to a point.
THENCE South 78 degrees 59 minutes 51 seconds West for a distance of 33.33 feet to a point.
THENCE along a curve to the right having a radius of 3424.98 feet and an arc length of 418.43 feet, being subtended by a chord of South 02 degrees 30 minutes 00 seconds West for a distance of 418.17 feet to a point.
THENCE South 86 degrees 00 minutes 03 seconds West for a distance of 243.63 feet to a point.
THENCE North 47 degrees 08 minutes 40 seconds West for a distance of 325.33 feet to a point.
THENCE along a curve to the right having a radius of 171.93 feet and an arc length of 83.84 feet, being subtended by a chord of North 33 degrees 10 minutes 00 seconds West for a distance of 83.01 feet to a point, this also being The Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

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And also:

All that certain lot, tract or parcel of land situate, lying and being in the 20th G.M. District, Bryan County, Georgia containing 9.44 acres, more or less, and being known and designated as The Cottages at Waterford Landing Planned Unit Development as shown on that certain plat entitled "THE COTTAGES AT WATERFORD LANDING PLANNED UNIT DEVELOPMENT, 20TH G.M.D. BRYAN COUNTY, GEORGIA," recorded in the office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 517, Page 7. Said Plat is incorporated herein by this reference for descriptive and all other purposes.

Subject, however to all valid easements, restrictions and covenants of record.

And also:

All that certain lot, tract or parcel of land situate, lying and being in the 20th G.M. District, Bryan County, Georgia containing 9.36 acres, more or less, and being known and designated as The Cottages at Waterford Landing Planned Unit Development, Phase Two as shown on that certain plat entitled "THE COTTAGES AT WATERFORD LANDING PLANNED UNIT DEVELOPMENT, PHASE TWO, 20TH G.M.D. BRYAN COUNTY, GEORGIA," recorded in the office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 551, Page 4. Said Plat is incorporated herein by this reference for descriptive and all other purposes.

Subject, however to all valid easements, restrictions and covenants of record.

And also:

All that certain lot, tract or parcel of land situate, lying and being in the 20th G.M. District, Bryan County, Georgia containing 2.41 acres, more or less, and being known and designated as The Townhomes at Waterford Landing as shown on that certain plat entitled "THE TOWNHOMES AT WATERFORD LANDING, 20TH G.M.D. BRYAN COUNTY, GEORGIA," recorded in the office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 469, Page 8. Said Plat is incorporated herein by this reference for descriptive and all other purposes.

Subject, however to all valid easements, restrictions and covenants of record.

PARCEL ONE

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ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN BRYAN COUNTY, GEORGIA AND SHOWN AS PHASE 3, WATERFORD LANDING, PLANNED UNIT DEVELOPMENT, CONTAINING 13.71 ACRES, ACCORDING TO A PLAT OF SURVEY BY DAVID A. BRUNSON, G.R.L.S. #2538, DATED MARCH 13, 1997, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA, IN PLAT SLIDE 455, PAGE 7. FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY, REFERENCE IS MADE TO SAID MAP WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF BY SPECIFIC REFERENCE.

LESS AND EXCEPT ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN BRYAN COUNTY, GEORGIA AND SHOWN AS PHASE 2, WATERFORD LANDING, PLANNED UNIT DEVELOPMENT, ACCORDING TO A PLAT OF SURVEY BY DAVID A. BRUNSON, G.R.L.S. #2538, DATED OCTOBER 5, 1998, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA, IN PLAT SLIDE 470, PAGE 6. FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY, REFERENCE IS MADE TO SAID MAP WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF BY SPECIFIC REFERENCE.

PARCEL TWO

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN BRYAN COUNTY, GEORGIA AND SHOWN AS PHASE 4, WATERFORD LANDING, PLANNED UNIT DEVELOPMENT, CONTAINING 13.77 ACRES, ACCORDING TO A PLAT OF SURVEY BY DAVID A. BRUNSON, G.R.L.S. #2538, DATED MARCH 13, 1997, RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF BRYAN COUNTY, GEORGIA, IN PLAT SLIDE 455, PAGE 7. FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY, REFERENCE IS MADE TO SAID MAP WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF BY SPECIFIC REFERENCE.

EXHIBIT "B"

1256 0 AMENDED AND RESTATED BY-LAWS OF
WATERFORD LANDING HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation
(the "Corporation")

These By-Laws are By-Laws of the Corporation, which is the Corporation created by Articles of Incorporation filed with the Secretary of State of Georgia on July 22, 1996. (the "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded herewith, as amended, and all capitalized undefined terms. used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean Waterford Landing Planned Unit Development.

ARTICLE 1

Offices

Section 1. Registered Office. The registered office of the Corporation shall be located at 2 Executive Court, Richmond Hill, Georgia, or other such office as the Board of Directors shall select.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the Corporation may make appropriate.

ARTICLE 2

Meetings of Members

Section 1. Location of Meetings. All meetings of Members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Corporation's registered office if not so fixed or stated.

Section 2. Annual Meetings. Annual meeting of Members shall be held on a date determined by the Board of Directors within the month of February each year. At each such meeting, the Members shall elect a Board of Directors, and by majority vote, transact such other business as may be properly brought before the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of Members may be called for any purpose or purposes by the president, the Board of Directors, the holders of fifty-one

percent (51%) of the outstanding voting interest in the Corporation, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any Member.

Section 4. Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 5. Business of Meetings. At an annual meeting of Members, any matter relating to the affairs of the Corporation, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the Members of the Corporation entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of Members shall be brought up for action at such special meeting.

Section 6. Quorum. The holders of more than two (2%) percent of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of Members for the transaction of business, except as otherwise provided by law. If a quorum shall not be present, the Members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present, in the provisions of the Declaration. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. Majority. If a quorum is present, the affirmative vote of a majority of the Members entitled to vote and represented at the meeting shall be the act of the Members.

Section 8. Voting. Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any Member shall be governed by the relevant provisions of the Declaration.

Section 9. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked.

(b) **Written Consent.** Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued.

ARTICLE 3

Directors

Section 1. **Number: Election.** The number of directors shall be five (5). Directors must be (i) over the age of eighteen (18), (ii) owners of Lots in the Subdivision, and (iii) residents of the Subdivision. No Owner shall be eligible to be elected to the Board of Directors, if that Owner is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association. The directors shall be elected at the annual meeting of Members, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. Those natural persons receiving the most votes shall be elected to the number of positions on the Board to be filled. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. There shall be no cumulative voting.

Section 2. **Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the board of directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the Members and the election and qualification of his successor.

Section 3. **Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law, the Declaration, the Articles of

Incorporation or these By-Laws directed or required to be exercised or done by the Members. 1256 0200 2017 FEB 27 AM 11:29

Section 4. Compensation of Directors. The Board of Directors shall receive no compensation. SUPERIOR COURT BRYAN COUNTY, GA

Section 5. Removal of Directors. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than thirty (30) days past due in the payment of any assessment or charge may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and shall be given an opportunity to be heard at the meeting.

ARTICLE 4

Meetings of the Board of Directors

Section 1. Location of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Georgia.

Section 2. First Meeting of New Board. The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of Members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the Board of Directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new Board of Directors may convene at such place and time as shall be fixed by the consent in writing of all its Members.

Section 3. Regular Meetings. Regular meetings of the Board of Directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the president, or by any one (1) director on three (3) days notice to each director in accordance with Article 5.

Section 5. Notice of Meetings. Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles or Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. Majority. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. Action by Consent. Any action required or permitted to be taken at a meeting of directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by a majority of the directors or a majority of the members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the Board or the committee.

ARTICLE 5

Notices

Section 1. Required Notices. Whenever, under the provisions of applicable law, the Articles or Incorporation or these By-Laws, any notice is required to be given to any director or Member, such notice shall be given in writing and delivered either personally or by first class mail or telegram, addressed to such director or Member, at his address as it appears on the records of the Corporation. If mailed, such notice shall be deemed to be delivered three (3) business days after it was deposited in the United States mail with first class postage prepaid. Notice given by any other means shall be deemed delivered when received by the addressee.

Section 2. Waiver of Notice. Whenever under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or Member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 6

Officers

Section 1. Officers; Election; Term. The officers of the Corporation shall be a President, a Secretary and a Treasurer. Except as otherwise provided by law, any person may hold more than one office. Officers shall be elected by the Board of Directors and shall hold offices until their respective successors have been elected and shall have qualified, and if the Board of Directors shall fail in any year or years to meet and elect

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officers, the officers last elected shall continue to hold office. No officer need be (i) a member of the Board of Directors (ii) a resident of the State of Georgia (iii) an owner of any Lot, or (iv) a resident of the Subdivision.

SECTION OF SUPERIOR COURT
Section 2. Additional Officer and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 3. Salaries: The officers shall receive no compensation.

Section 4. Removal; Vacancies. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause by the affirmative vote of a majority of the Board of Directors. Officers and agents otherwise elected or appointed may be removed in accordance with Georgia Law. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 5. The President. The president shall be the chief executive officer of the Corporation, shall preside at all meetings of Member and the Board of Directors, shall have general and active managements of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have the authority and power to execute on behalf of the Corporation bonds, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Corporation) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 6. Vice President. The vice president, or if there shall be more than one, the vice presidents in the order determined by the Board of Directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary and Assistant Secretaries. The secretary shall attend all meetings of Member and the Board of Directors shall record all the proceedings of such meeting in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the president, under whose supervision he shall be. He or she shall have custody of the corporation seal of the Corporation and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors, shall.

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in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8. Treasurer and Assistant Treasurers. The treasurer shall have the custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as treasurer and of the financial condition of the Corporation. If required by the Board of Directors, he or she shall give the Corporation a bond on such sum and with surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the Board of Directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE 7

General Provisions

Section 1. Checks. All checks, drafts, demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be fixed by the resolution of the Board of Directors.

Section 3. Seal. The Corporation shall have a corporate seal which shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal-Georgia". The seal may be used by causing it or facsimile thereof to be impressed or affixed or in any manner reproduced. The Board of Directors may from time to time authorize any other officer to affix the seal of the Corporation and to attest to such affixation by his signature.

Section 4. Books and Records. The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Board of Directors and committees of directors.

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Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Members, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Corporation promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

Section 5. By-Law Amendments. These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by the Members voting in accordance with Article 2 herein.

Section 6. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the Lots in the Subdivision, and any common area in the Subdivision (if any), and to suspend the membership rights of any Member of the Corporation and the rights of any Member of the Corporation or his lessees, guests, family or assigns to use and enjoy the Common Area, upon violation by said Member or his lessees, guests, family members or assigns of said rules or regulations or upon failure of said Member to pay assessments as set forth in the Declaration.

Dated this 23rd day of February, 2017.

WATERFORD LANDING HOMEOWNERS
ASSOCIATION, INC.

Jennifer Fanning
Signature of President

Print Name: Jennifer Fanning

Sworn to and subscribed before me
this 23rd day of February, 2017.

Witness: Tom Norman

Naomi J Cota
Notary Public

Naomi J Cota
Notary Public
My Commission Expires
August 8, 2020
Bryan County, Georgia

23:00
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North Carolina
Public Safety
My Commission Expires
August 11, 2020
Wayne County, Georgia


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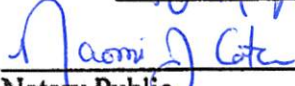
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BRYAN COUNTY, GA
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Signature of Secretary
Print Name: Michael G. Barnett

Sworn to and subscribed before me
this 23rd day of February, 2017.

Witness: 


Notary Public

Naomi J Cota
Notary Public
My Commission Expires
August 8, 2020
Bryan County, Georgia

3:15

Handwritten notes and signatures, including a signature that appears to be "V. ...".

Notary Public
 My Commission Expires
 August 8, 2020
 Gwinnett County, Georgia

A.C.C.
 Gwinnett County, Georgia

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CLERK PARCEL "A" SUPER COURT

ALL that certain lot, tract or parcel of land known as a portion of Tract 11, (International Paper Co. (Wattsford), 20th Georgia Millitia District, Bryan County, Georgia and being more fully described as follows: Beginning at a point located at the northwest corner of said tract; thence S 35°, 48 min, 10 sec E for a distance of 3903.84 feet to a point; thence S 35°, 39 min, 50 sec E for a distance of 119.00 feet to a point; thence S 54°, 20 min, 10 sec W for a distance of 235.00 feet to a point; thence S 38°, 27 min, 24 sec E for a distance of 615.73 feet to a point; thence N 54°, 20 min, 10 sec E for a distance of 285.00 feet to a point; thence S 35°, 39 min, 50 sec E for a distance of 1834.73 feet to a point; thence S 41°, 48 min, 35 sec W for a distance of 993.95 feet to a point; thence N 72°, 13 min, 35 sec W for a distance of 266.56 feet to a point; thence S 76°, 35 min, 45 sec W for a distance of 195.86 feet to a point; thence S 35°, 51 min, 20 sec W for a distance of 399.73 feet to a point; thence N 88°, 13 min, 40 sec W for a distance of 185.99 feet to a point; thence N 84°, 27 min, 25 sec W for a distance of 413.76 feet to a point; thence N 36°, 06 min, 30 sec W for a distance of 185.68 feet to a point; thence N 24°, 11 min, 00 sec E for a distance of 366.85 feet to a point thence S 71°, 40 min, 35 sec E for a distance of 155.65 feet to a point; thence N 31°, 21 min, 05 sec W for a distance of 287.41 feet to a point; thence N 23°, 48 min, 30 sec W for a distance of 254.94 feet to a point; thence N 76°, 00 min, 35 sec W for a distance of 236.09 feet to a point; thence N 20°, 14 min, 24 sec E for a distance of 431.39 feet to a point, said point to be used as the point of commencing for Parcel "B"; thence continuing on the boundary of Parcel "A" along a curve to the left having a radius of 333.34 feet and a chord bearing and distance of N 16°, 05 min, 01 sec E 243.23 feet for an arc distance of 251.13 feet to a point; thence N 03°, 30 min, 03 sec W for a distance of 56.43 feet to a point; thence N 59°, 30 min, 00 sec E for a distance of 568.74 feet to a point; thence along a curve to the right having a radius of 381.05 feet and a chord bearing and distance of S 80°, 12 min, 30 sec E 491.14 feet for an arc distance of 533.70 feet to a point; thence S 40°, 04 min, 59 sec E, for a distance of 421.66 feet to a point; thence S 67°, 54 min, 57 sec W, for a distance of 303.95 feet to a point; thence along a curve to the right having a radius of 1736.03 feet and a chord bearing and distance of S 77°, 32 min, 30 sec W, 380.54 feet, for an arc distance of 583.28 feet to a point; thence S 87°, 10 min, 03 sec W for a distance of 107.62 feet to a point; thence along a curve to the left having a radius of 210.00 feet and a chord bearing and distance of S 02°, 49 min, 59 sec E, 310.00 feet for an arc distance of 970.77 feet to a point; thence N 87°, 10 min, 03 sec E for a distance of 107.62 feet to a point; thence along a curve to the left having a radius of 2046.05 feet and a chord bearing and distance of N 77°, 32 min, 30 sec E, 684.20 feet, for an arc distance of 667.43 feet to a point; thence N 67°, 54 min, 57 sec E for a distance of 404.69 feet to a point; thence S 40°, 04 min, 59 sec E for a distance of 103.86 feet to a point; thence along a curve to the right having a radius of 207.67 feet and a chord bearing and distance of S 17°, 32 min, 29 sec E, 159.22 feet for an arc distance of 163.41 feet to a point; thence along a curve to the right having a radius of 423.78 feet and a chord bearing and distance of S 38°, 15 min, 03 sec W, 464.71 feet, and an arc distance of 491.85 feet to a point; thence along a curve to the left having a radius of 2237.46 feet and a chord bearing and distance S 67°, 29 min, 55 sec W, 431.64 feet, for an arc distance of 452.01 feet to a point; thence S 63°, 30 min, 00 sec W for a distance of 147.78 feet to a point; thence along a curve to the left having a radius of 210.00 feet and a chord bearing and distance of S 26°, 30 min, 03 sec E, 310.00 feet for an arc distance of 970.77 feet to a point; thence N 63°, 30 min, 00 sec E for a distance of 147.78 feet to a point; thence along a curve to the right having a radius of 2927.46 feet and a chord bearing and distance of N 67°, 29 min, 55 sec E, 408.39 feet, for an arc distance of 408.72 feet to a point; thence along a curve to the left having a radius of 733.78 feet and a chord bearing and distance of N 38°, 15 min, 02 sec E, 804.65 feet for an arc distance of 851.65 feet to a point; thence

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along a curve to the left having a radius of 517.67 feet and a chord bearing and distance of N 17° 32 min 00 sec W, 407.33 feet to a point; thence N 40° 00 min 00 sec W, 434.47 feet to a point; thence along a curve to the left having a radius of 691.05 feet and a chord bearing and distance of N 80° 12 min 00 sec W, 967.90 feet to a point; thence S 89° 10 min 00 sec W for a distance of 291.21 feet to a point; thence along a curve to the right having a radius of 261.17 feet and a chord bearing and distance of S 85° 20 min 00 sec W, 226.25 feet, for an arc distance of 234.00 feet to a point; thence N 68° 59 min 51 sec W for a distance of 219.43 feet to a point on the east right-of-way line of Waterford Landing Road; thence N 17° 30 min 14 sec E along said east right-of-way line for a distance of 453.55 feet to a point; thence continuing on said east right-of-way line along a curve to the left having a radius of 148.54 feet and a chord bearing and distance of N 14° 49 min 12 sec W, 158.84 feet, for an arc distance of 167.59 feet to a point; thence continuing along said east right-of-way line N 47° 08 min 40 sec W for a distance of 191.48 feet to a point; thence N 86° 09 min 03 sec E for a distance of 243.63 feet to a point; thence along a curve to the left having a radius of 3424.98 feet and a chord bearing and distance of N 82° 30 min 40 sec E, 418.17 feet for an arc distance of 418.43 feet to a point; thence N 78° 59 min 51 sec E for a distance of 33.33 feet to a point; thence along a curve to the left having a radius of 210.00 feet and a chord bearing and distance of N 11° 00 min 11 sec W, 310.00 feet for an arc distance of 970.77 feet to a point; thence S 78° 59 min 51 sec W for a distance of 33.33 feet to a point; thence along a curve to the right having a radius of 3114.98 feet and a chord bearing and distance of S 82° 30 min 40 sec W, 380.32 feet, for an arc distance of 380.56 feet to a point; thence S 86° 00 min 03 sec W for a distance of 506.70 feet to a point on the east right-of-way line of Waterford Landing Road; thence along said east right-of-way line along a curve to the right having a radius of 171.93 feet and a chord bearing and distance of N 06° 49 min 39 sec W, 73.71 feet, for an arc distance of 74.29 feet to a point; thence continuing along said east right-of-way line N 05° 32 min 58 sec E, for a distance of 116.43 feet to a point; thence along a curve to the left having a radius of 1127.04 feet and a chord bearing and distance of N 78° 39 min 40 sec E, 513.26 feet, for an arc distance of 517.80 feet to a point; thence N 65° 30 min 03 sec E, for a distance of 85.35 feet to a point; thence along a curve to the left having a radius of 210.00 feet and a chord bearing and distance of N 24° 29 min 49 sec W, 310.00 feet for an arc distance of 970.77 feet to a point; thence S 65° 30 min 03 sec W for a distance of 85.36 feet to a point; thence along a curve to the right having a radius of 817.04 feet and a chord bearing and distance of S 77° 57 min 10 sec W, 352.38 feet for an arc distance of 353.17 to a point on the east right-of-way line of Waterford Landing Road; thence N 05° 32 min 52 sec E along said east right-of-way line for a distance of 179.30 feet to a point; thence N 72° 50 min 09 sec E for a distance of 496.00 feet to a point; thence N 34° 20 min 44 sec W for a distance of 1070.00 feet to a point; thence S 69° 11 min 50 sec W for a distance of 305.00 feet to a point on the east right-of-way line of Waterford Landing Road; thence N 63° 58 min 35 sec W along said east right-of-way line for a distance of 110.00 feet to a point; thence continuing along said east right-of-way line along a curve to the right having a radius of 320.38 feet and a chord bearing and distance of N 50° 43 min 54 sec W, 146.99 feet, for an arc distance of 148.31 feet to a point; thence N 59° 00 min 41 sec E, for a distance of 305.95 feet to a point; thence N 25° 48 min 23 sec W for a distance of 860.00 feet to a point; thence S 39° 00 min 41 sec W for a distance of 452.66 feet to a point on the east right-of-way line of Waterford Landing Road; thence N 32° 09 min 43 sec W along the east right-of-way line for a distance of 163.29 feet to a point on the south right-of-way line of Cranston Trail; thence N 34° 55 min 37 sec E along said south right-of-way line for a distance of 673.80 feet to the point and place of beginning.

And being bounded as follows: On the North by Cranston Trail, on the East by property of ITT Rayonier, Inc. and a sewage treatment site (H.R. Black & Associates, Inc.), on the South by property of the State of Georgia Tract 12 and on the West by property of the State of Georgia

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Tract 12, by and for the use of H.R. Black & Associates, Inc. and by
Waterford Landing Road, Georgia
All of which is more fully shown on a map or plan prepared by Williams
& Swafford, Richmond Hill, Ga. dated June 4, 1990 and containing
108.75 acres.

PARCEL "A"
All that certain lot, tract or parcel of land known as a portion of Tract 11,
International Paper Co. (Waterford), 20th Georgia Militia District, Bryan
County, Georgia and being more fully described as follows:
Commencing at a point located and described by metes and bounds as
such in a previous description of PARCEL "A"; thence N 52°, 20 min,
01 sec W for a distance of 60.00 feet to the point of beginning; thence
N 84°, 51 min, 53 sec W for a distance of 215.00 feet to a point; thence
N 46°, 27 min, 40 sec W for a distance of 240.00 feet to a point on the
east right-of-way line of Waterford Landing Road; thence along said east
right-of-way line along a curve to the left having a radius of 60.00 feet
and a chord bearing and distance of N 61°, 27 min, 23 sec W, 57.43
feet, for an arc distance of 59.88 feet to a point; thence continuing along
said east right-of-way line along a curve to the right having a radius of
129.49 feet and a chord bearing and distance of N 02°, 01 min, 23 sec
W, 86.56 feet, for an arc distance of 88.26 feet to a point; thence N 17°,
29 min, 12 sec E for a distance of 81.69 feet to a point; thence S 68°, 49
min, 08 sec E for a distance of 507.72 feet to a point; thence along a
curve to the right having a radius of 273.34 feet and a chord bearing and
distance of S 16°, 05 min, 01 sec W, 201.09 feet, for an arc distance of
205.93 feet to the point and place of beginning.

And being bounded as follows: on the North, East and South by
properties of H.R. Black & Associates, Inc. and on the West by
Waterford Landing Road.

All of which is more fully shown on a map or plan prepared by Williams
& Swafford, Richmond Hill, Ga. dated June 4, 1990 and containing 2.52
acres.

PARCEL "C"

All that certain lot, tract or parcel of land known as a portion of Tract 11,
International Paper Co. (Waterford), 20th Georgia Militia District, Bryan
County, Georgia and being more fully described as follows:
Commencing at a point located at the northwest corner of said Tract 11;
thence S 34°, 55 min 37 sec W along the south right-of-way line of
Cranston Trail for a distance of 738.95 feet to the point of beginning;
thence S 32°, 09 min, 43 sec E along the west right-of-way line of
Waterford Landing Road for a distance of 113.00 feet to a point; thence
S 57°, 50 min 17 sec W for a distance of 152.14 feet to a point; thence
S 32°, 09 min, 43 sec E for a distance of 690.00 feet to a point; thence
N 57°, 50 min 17 sec E for a distance of 152.14 feet to a point on the
west right-of-way line of Waterford Landing Road; thence S 32°, 09
min, 43 sec E along said west right-of-way line for a distance of 160.28
feet to a point; thence continuing along said right-of-way line along a
curve to the left having a radius of 380.89 feet and chord bearing and
distance of S 40°, 17 min, 51 sec E, 107.81 feet, for an arc distance of
108.18 feet to a point; thence S 37°, 15 min, 09 sec W for a distance of
256.71 feet to a point; thence N 51°, 58 min, 50 sec W for a distance of
269.63 feet to a point; thence N 52°, 00 min, 50 sec W for a distance of
115.25 feet to a point; thence N 27°, 17 min, 15 sec W for a distance of
676.64 feet to a point on the south right-of-way line of Cranston Trail;
thence N 34°, 35 min, 37 sec E along said south right-of-way line for a
distance of 323.66 feet to the point and place of beginning.

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And being the same as shown on the map or plan prepared by Williams & Swafford, Richmond Hill, Ga. dated June 4, 1990 and containing 3.29 acres.

Reference is made to that certain plat prepared for The Coastal Bank on August 28, 1995 by David A. Brunson, Georgia Registered Land Surveyor No. 2538, and recorded in Plat Book 4-4-2, Page 6-27 Bryan County, Georgia records, for a more particular description of Parcels A, B and C described herein.

LESS AND EXCEPT, all that certain 1.82 acres portion, more or less, lying and being in the 20th G.M. District of Bryan County, Georgia and more fully described on that certain map or plat prepared by David A. Brunson, Georgia Registered Land Surveyor No. 2538, entitled "1.82 acres, being a portion of Lands of Waterford Golf Associates, 20th G. M. D., Bryan County, Georgia, dated April 19, 2004, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia in Map Book 347, Page 7A. Said map is incorporated herein and made a part hereof.

SUBJECT, HOWEVER, to all valid easements, restrictions and rights of way of record.

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CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
RECORDS SECTION

All that certain 2.18 acre portion, more or less, lying and being in the 20th G.M. District of Bryan County, Georgia, and being a portion of Parcel "C" as described in that certain Plat of Waterford Landing Golf Course Parcels A, B & C, which plat was dated August 28, 1995, and recorded in Plat Book 442, Pages 6 + 7, Bryan County, Georgia Records, the boundaries of which are: (1) Waterford Landing RD on the East, (2) the Northern boundary of lots 59 and 60 on the South, (3) the Northeastern boundary of Cranston Bluff Subdivision on the Southwest, and (4) the Southern boundary of the Waterford Landing Townhome parcel, extended southwesterly to the intersection with the Northeastern boundary of Cranston Bluff Subdivision, on the North.

EXHIBIT D

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CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
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All that certain lot, tract or parcel of land situate, lying and being in the 20th G.M. District, Bryan County, Georgia containing 2.41 acres, more or less, and being known and designated as The Townhomes at Waterford Landing as shown on that certain plat entitled "THE TOWNHOMES AT WATERFORD LANDING, 20TH G.M.D. BRYAN COUNTY, GEORGIA," recorded in the office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 469, Page 8. Said Plat is incorporated herein by this reference for descriptive and all other purposes.

Subject, however to all valid easements, restrictions and covenants of record.

EXHIBIT E