

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 30th day of December 2008
at 3:00 o'clock P.m. and recorded
in Book No. 1010 Page 459-509
the 30th day of December 2008
Kimberly Head
DCSC

1010 452

To: BRUCE DICKINSON
% SANCTUARY COVE
PO BOX 24010
ST. SIMONS ISLAND, GA 31522
(912) 466-0600 - call will pickup (14241)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SANCTUARY COVE AT ST. ANDREWS SOUND

Upon recording, please return to:

T. Stanley Sunderland, Esq.
The Sunderland Firm
326 W. Main Street
Buford, Georgia 30518

CLERK'S NOTE CONTINUE NEXT PAGE

AT:92796.2

TABLE OF CONTENTS

1010 453

	Page
ARTICLE 1 DEFINITIONS	1
1.1. Additional Property	1
1.2. Adjacent Properties	1
1.3. ARB	1
1.4. Area of Common Responsibility	2
1.5. Articles of Incorporation or Articles	2
1.6. Association	2
1.7. Board of Directors or Board	2
1.8. Builder	2
1.9. By-Laws	2
1.10. Class "B" Control Period	2
1.11. Common Area	2
1.12. Common Expenses	2
1.13. Community-Wide Standard	2
1.14. Cost Sharing Agreement	2
1.15. Days	3
1.16. Declarant	3
1.17. Design Guidelines	3
1.18. Development Period	3
1.19. Exclusive Common Area	3
1.20. General Assessment	3
1.21. Governing Documents	3
1.22. Majority	3
1.23. Master Plan	3
1.24. Member	3
1.25. Mortgage	3
1.26. Mortgagee	3
1.27. Neighborhood	4
1.28. Neighborhood Assessments	4
1.29. Neighborhood Association	4
1.30. Neighborhood Expenses	4
1.31. Owner	4
1.32. Person	4
1.33. Private Amenity	4
1.34. Properties	4
1.35. Public Records	4
1.36. Special Assessment	4
1.37. Specific Assessment	4
1.38. Supplemental Declaration	5
1.39. Unit	5
1.40. Voting Delegate	5
1.41. Voting Group	5
ARTICLE 2 PROPERTY RIGHTS	5
2.1. Common Area	5
2.2. Exclusive Common Area	6
2.3. No Partition	7

2.4. Condemnation 7

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS 7

3.1. Membership 7

3.2. Voting 7

3.3. Neighborhoods 8

3.4. Voting Delegates 9

3.5. Voting Groups 10

ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION 11

4.1. Function of Association 11

4.2. Personal Property and Real Property for Common Use 11

4.3. Enforcement 11

4.4. Implied Rights: Board Authority 12

4.5. Governmental Interests 12

4.6. Indemnification 12

4.7. Dedication of or Grant of Easement on Common Area 13

4.8. Security 13

4.9. Street Lighting Agreement 13

4.10. Golf Course 13

4.11. Presence and Management of Wildlife 14

ARTICLE 5 MAINTENANCE 14

5.1. Association's Responsibility 14

5.2. Owner's Responsibility 16

5.3. Neighborhood's Responsibility 16

5.4. Standard of Performance 16

5.5. Party Walls and Similar Structures 17

5.6. Cost Sharing Agreements 17

ARTICLE 6 INSURANCE AND CASUALTY LOSSES 18

6.1. Association Insurance 18

6.2. Owners' Insurance 20

6.3. Limitation of Liability 21

ARTICLE 7 ANNEXATION AND WITHDRAWAL OF PROPERTY 21

7.1. Annexation by Declarant 21

7.2. Annexation by Membership 22

7.3. Withdrawal of Property 22

7.4. Additional Covenants and Easements 22

7.5. Amendment 22

ARTICLE 8 ASSESSMENTS 22

8.1. Creation of Assessments 22

8.2. Declarant's Obligation for Assessments 23

8.3. Computation of General Assessment 24

8.4. Computation of Neighborhood Assessments 24

8.5. Reserve Budget and Capital Contribution 25

8.6. Special Assessments 25

8.7. Specific Assessments 25

8.8. Lien for Assessments 26

8.9. Date of Commencement of Assessments 26

8.10. Exempt Property..... 27

8.11. Capitalization of Association..... 27

ARTICLE 9 ARCHITECTURAL STANDARDS..... 27

9.1. General..... 27

9.2. Architectural Review..... 28

9.3. Guidelines and Procedures..... 28

9.4. Architect, Builder and General Contractor Approval..... 29

9.5. Specific Guidelines and Restrictions..... 29

9.6. Construction Period..... 31

9.7. No Waiver of Future Approvals..... 31

9.8. Variance..... 31

9.9. Limitation of Liability..... 31

9.10. Enforcement..... 32

ARTICLE 10 USE RESTRICTIONS..... 32

10.1. General..... 32

10.2. Rules and Regulations..... 32

10.3. Residential Use..... 33

10.4. Vehicles..... 33

10.5. Leasing..... 34

10.6. Occupants Bound..... 34

10.7. Animals and Pets..... 34

10.8. Nuisance..... 34

10.9. Streams..... 35

10.10. Drainage and Grading..... 35

10.11. Sight Distance at Intersections..... 35

10.12. Storage of Materials, Garbage, Dumping, Etc...... 35

10.13. Subdivision of Unit..... 36

10.14. Guns..... 36

10.15. Combustible Liquid..... 36

10.16. Completion of Construction; Occupancy of Unfinished Units..... 36

10.17. Lakes, Ponds and Streams..... 36

10.18. Irrigation Systems and Wells..... 36

10.19. Golf Course Areas..... 36

ARTICLE 11 EASEMENTS..... 37

11.1. Easements of Encroachment..... 37

11.2. Easements for Utilities, Etc...... 37

11.3. Easement for Slope Control, Drainage and Waterway Maintenance..... 38

11.4. Easements to Serve Additional Property..... 38

11.5. Easement for Entry..... 38

11.6. Easements for Maintenance and Enforcement..... 39

11.7. Easements for Lake and Pond Maintenance and Flood Water..... 39

11.8. Lateral Support..... 40

11.9. Easements for Private Amenities..... 40

11.10. Easement for Special Events..... 41

11.11. Rights to Stormwater Runoff, Effluent and Water Reclamation..... 41

11.12. Liability for Use of Easements..... 41

ARTICLE 12 MORTGAGEE PROVISIONS.....42

12.1. Notices of Action.....42

12.2. No Priority.....42

12.3. Notice to Association.....42

12.4. Failure of Mortgagee to Respond.....42

12.5. Construction of Article 12.....42

ARTICLE 13 DECLARANT'S RIGHTS.....42

13.1. Transfer or Assignment.....42

13.2. Development and Sales.....43

13.3. Improvements to Common Areas.....43

13.4. Additional Covenants.....43

13.5. Right of Class "B" Member to Disapprove Actions.....43

ARTICLE 14 PRIVATE AMENITIES.....44

14.1. General.....44

14.2. Conveyance of Private Amenities.....44

14.3. View Impairment.....45

14.4. Cost Sharing Agreements.....45

14.5. Architectural Control.....45

14.6. Use Restrictions.....45

14.7. Limitations on Amendments.....45

14.8. Jurisdiction and Cooperation.....46

ARTICLE 15 GENERAL PROVISIONS.....46

15.1. Duration.....46

15.2. Amendment.....46

15.3. Severability.....47

15.4. Dispute Resolution.....47

15.5. Litigation.....47

15.6. Non-Merger.....47

15.7. Grants.....48

15.8. Cumulative Effect; Conflict.....48

15.9. Use of the Words ".....".....48

15.10. Compliance.....48

15.11. Right of First Refusal.....48

15.12. Exhibits.....49

TABLE OF EXHIBITS

Exhibit	Subject Matter
"A"	Land Initially Submitted
"B"	Land Subject to Annexation
"C"	By-Laws

1010 457

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SANCTUARY COVE AT ST. ANDREWS SOUND

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the date on the signature page hereof by Bluegreen Communities of Georgia, LLC, (the "Declarant").

Declarant is the owner of the real property described in Exhibit "A," which is attached and incorporated by reference. This Declaration imposes upon the Properties (as defined in Article 1 below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Sanctuary Cove at St. Andrews Sound Community Association, Inc. to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the By-Laws, and the Design Guidelines (as these terms are defined below).

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article 1 below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

This document does not and is not intended to create a condominium within the meaning of O.C.G.A. §44-3-70, et seq., nor a property owners' development within the meaning of O.C.G.A. §44-3-220, et seq.

ARTICLE I
DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. Additional Property. All of that certain real property which is more particularly described on Exhibit "B", which is attached and incorporated herein by this reference, and which real property is subject to annexation to the terms of this Declaration in accordance with Article 7.

1.2. Adjacent Properties. Any residential, nonresidential, or recreational area, including without limitation single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas and Private Amenities, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to this Declaration; and which are neither Units nor Common Area as defined in this Declaration.

1.3. ARB. The Architectural Review Board, as described in Section 9.2.

- 1.4. Area of Common Responsibility. The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement. The Area of Common Responsibility shall include any real property and improvements which are designated as areas to be maintained by the Association on a recorded subdivision plat for any portion of the Properties.
- 1.5. Articles of Incorporation or Articles. The Articles of Incorporation of Sanctuary Cove at St. Andrews Sound Community Association, Inc., as filed with the Secretary of State of the State of Georgia.
- 1.6. Association. Sanctuary Cove at St. Andrews Sound Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- 1.7. Board of Directors or Board. The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Georgia corporate law.
- 1.8. Builder. Any Person who purchases one or more Units for the purpose of constructing improvements for later sale to consumers or purchases one or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Unit for residential purposes shall cease to be considered a Builder with respect to such Unit immediately upon occupancy of the Unit for residential purposes, notwithstanding that such Person originally purchased the Unit for the purpose of constructing improvements for later sale to consumers.
- 1.9. By-Laws. The By-Laws of Sanctuary Cove at St. Andrews Sound Community Association, Inc., attached as Exhibit "C", as they may be amended.
- 1.10. Class "B" Control Period. The period of time during which the Class "B" Member is entitled to appoint a Majority of the members of the Board of Directors as provided in Section 3.2.
- 1.11. Common Area. All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.
- 1.12. Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.
- 1.13. Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.
- 1.14. Cost Sharing Agreement. Any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Properties, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.
- 1.15. Days. Calendar Days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1010 459

1.16. Declarant. Bluegreen Corporation, a Massachusetts corporation qualified to do business in the State of Georgia, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.17. Design Guidelines. The design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article 9.

1.18. Development Period. The period of time during which the Declarant owns any property which is subject to this Declaration, any Additional Property, or any Private Amenity, or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1.

1.19. Exclusive Common Area. A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Neighborhoods or Units, as more particularly described in Article 2.

1.20. General Assessment. Assessments levied on all Units subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 8.1 and 8.3.

1.21. Governing Documents. The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, the Design Guidelines and rules of the Association, or any of the above, as each may be amended from time to time.

1.22. Majority. Those votes, Owners, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

1.23. Master Plan. The land use plan or development plan for "Sanctuary Cove at St. Andrews Sound," prepared by the land planning firm of Wood+Partners Inc., 7 Lafayette Place, Hilton Head Island, SC 29925, as such plan may be amended from time to time, which includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with Article 7.

1.24. Member. A Person entitled and subject to membership in the Association pursuant to Section 3.2.

1.25. Mortgage. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.

1.26. Mortgagee. A beneficiary or holder of a Mortgage.

1.27. Neighborhood. A separately developed area within the Properties, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Units may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family attached or detached housing development may

constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee, if any, (established in accordance with the By-Laws) or Neighborhood Association if any, (as defined below) having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Section 3.3.

1.28. Neighborhood Assessments. Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Sections 8.1 and 8.4.

1.29. Neighborhood Association. Any owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.30. Neighborhood Expenses. The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood(s).

1.31. Owner. One or more Persons who hold the record title to any Unit, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is owned by more than one Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.32. Person. A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.33. Private Amenity. Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, designated by the Declarant and which are owned and operated, in whole or in part, by Persons other than the Association for recreational or other purpose. The use of the term "Private Amenity" shall not be construed to imply or require a private club. Private Amenities may be operated on a daily fee, use fee, public, or private basis or otherwise, and may include, without limitation, any golf course(s), so located and all related and supporting facilities and improvements. Sanctuary Cove at St Andrews Sound Club is hereby designated as a Private Amenity and Declarant reserves the right to designate additional Private Amenities in its sole discretion.

1.34. Properties. The real property described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article 7.

1.35. Public Records. The Office of the Clerk of the Superior Court of Camden County, Georgia.

1.36. Special Assessment. Assessments levied in accordance with Section 8.6.

1.37. Specific Assessment. Assessments levied in accordance with Section 8.7.

1010 461

1.38. Supplemental Declaration. An instrument filed in the Public Records which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.39. Unit. A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted units, as well as vacant land intended for development as such, but shall not include Common Area, common property owned by any Neighborhood Association, or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.40. Voting Delegate. Any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Units in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Delegate" shall also refer to any alternate Voting Delegate acting in the absence of a Voting Delegate and any Owner personally casting the vote for his or her Unit pursuant to Section 3.4.

1.41. Voting Group. One (1) or more Voting Delegates who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Section 3.5 of this Declaration or, if the context so indicates, the group of Class "A" Members whose Units are represented thereby.

ARTICLE 2 PROPERTY RIGHTS

2.1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Unit, subject to:

- (a) This Declaration and all Governing Documents;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 4.3;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(f) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;

(g) The right of the Board and the Declarant to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any, established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.2; and

(j) The right of the Declarant to conduct activities within the Common Area, such as tournaments, charitable events, and promotional events and to restrict Owners from using the Common Area during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Owners' use and enjoyment of the Common Area and shall not exceed seven consecutive Days.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights appurtenant to the leased Unit to the lessee of such Unit.

2.2. Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Units or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, roads, landscaped medians and cul-de-sacs, ponds, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Units to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable.

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association or in this Declaration or any Supplemental Declaration and/or on the subdivision plat relating to such Common Area; provided however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Units and/or Neighborhoods during the Development Period. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of particular Units or a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon approval of the Board and the vote of a Majority of the total Class "A" votes in the Association, including, if applicable, a Majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Area is assigned, if previously assigned, and within the Neighborhood(s) to which the Exclusive Common Area is to be assigned or reassigned.

The Association may, upon approval of a Majority of the Class "A" votes within the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Units in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable use

1010 463

fees, which fees shall be used to offset the Neighborhood Expenses or Specific Assessments attributable to such Exclusive Common Area.

2.3. No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

2.4. Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least 67% of the total Class "A" votes in the Association and the written consent of the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 Days after such taking the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant, and at least 67% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(e) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner of a Unit shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all Persons shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2(d) and in the By-Laws. The membership rights of any Member which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by any individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Association.

3.2. Voting. The Association shall have two classes of membership, Class "A" and Class "B" as set forth below.

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 3.1; provided however, there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.11. All Class "A" votes shall be cast as provided in Section 3.2(d) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint a Majority of the members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:

(i) when 90% of the total number of Units permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(ii) December 31, 2015; or

(iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Public Records.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the By-Laws. The Class "B" membership shall terminate upon the earlier of:

(i) two years after expiration of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines and declares in a written instrument executed by Declarant and recorded in the Public Records.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

(c) Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Units within any additional property made subject to this Declaration pursuant to Article 7, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(d) Exercise of Voting Rights by Class "A" Members. If there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. No vote shall be exercised on behalf of any Unit if any assessment for such Unit is delinquent. If Voting Delegates have been elected pursuant to Section 3.4, the vote for each Unit owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Unit is a part, as provided in such Section.

3.3. Neighborhoods. Every Unit shall be located within a Neighborhood; provided however, unless and until additional Neighborhoods are established, the Properties shall consist of one Neighborhood. The Declarant, in its sole discretion, may establish Neighborhoods within the Properties by designation on Exhibit "A" to this Declaration, a Supplemental Declaration, or a plat. During the Development Period, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration from time to time to assign property to a specific Neighborhood, to re-designate Neighborhood boundaries, or to remove property from a specific Neighborhood.

1010 465

The Owner(s) of a Majority of the total number of Units within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Units to be included within the proposed Neighborhoods. Such petition shall be deemed granted 30 Days following the filing of all required documents with the Board unless the Board of Directors denies such application in writing within such 30 Day period. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except as required by law. Any Neighborhood which does not have a Neighborhood Association may, but shall not be obligated to, elect a Neighborhood Committee, as described in the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a Majority of the Units within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Unit to all Neighborhoods receiving the same service), shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article 8 hereof.

3.4. Voting Delegates. The Owners within each Neighborhood may elect a Voting Delegate who shall be responsible for casting all votes attributable to Units owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. In addition, each Neighborhood may elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate. No Person shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for such Person's Unit is delinquent.

If Voting Delegates and alternate Voting Delegates will be elected, elections shall take place on an annual basis, either by written ballot cast by mail or at a meeting of the Class "A" Members within each Neighborhood, as the Board determines; provided however, upon written petition signed by Class "A" Members holding at least ten percent (10%) of the votes attributable to Units within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least ten percent (10%) of the total Class "A" votes attributable to Units in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board in its sole discretion shall determine whether Voting Delegates shall be elected for each Neighborhood; provided however, all Neighborhoods which are similarly situated shall be treated the same. If Voting Delegates will be elected for a Neighborhood, the Board shall send notice of the election to all Owners within the Neighborhood; provided however, the first election of a Voting Delegate for any Neighborhood shall not be held until at least fifty percent (50%) of the Units planned for such Neighborhood have been conveyed to Persons other than Builders.

Subsequent elections within each Neighborhood shall be held annually. Each Class "A" Member who owns a Unit within the Neighborhood shall be entitled to cast one (1) equal vote per Unit owned. The candidate who receives the greatest number of votes shall be elected as Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall serve a term of one (1) year and until their successors are elected.

Any Voting Delegate or alternate Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owners of a Majority of the total number of Units owned by Class "A" Members in the Neighborhood which the Voting Delegate or alternate Voting Delegate represents. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Units in such Voting Delegate's Neighborhood if any assessment for such Voting Delegate's Unit is delinquent. Upon removal of a Voting Delegate or an alternate, a successor shall be elected by the Owners of Units within the Neighborhood to fill the vacancy for the remainder of such delegate's term.

Until such time as the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Units on any issue requiring a vote of the Voting Delegates under this Declaration, the By-Laws, or the Articles.

Prior to taking a vote on any issue requiring membership approval, the Association shall distribute proxies to all Members represented by Voting Delegates allowing each Member to direct in writing how such Member's vote is to be cast with respect to such issue by the Voting Delegate who represents him or her. The Voting Delegates shall be required to cast all votes for which specific proxies are returned in the manner directed in such proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing additional procedures for polling Members.

3.5. Voting Groups. The Declarant may designate Voting Groups consisting of one (1) or more Neighborhoods for the purpose of electing directors to the Board. The designation of Voting Groups, if any, shall be to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Delegates representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. The number of Voting Groups within the Properties shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the By-Laws. The Voting Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in the By-Laws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the Public Records a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Units within each Voting Group can easily be determined. Such designation may be unilaterally amended from time to time by the Declarant during the Development Period.

After expiration of the Declarant's right to amend any designation of Voting Groups as provided above, the Board shall have the right to file or amend any Supplemental Declaration for the purpose of designating Voting Groups. Neither recordation nor amendment of such Supplemental Declaration shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this Section. Until such time as Voting Groups are established, all of the Properties

1010 467

shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of the Properties which are not assigned to a specific Voting Group shall constitute a single Voting Group.

**ARTICLE 4
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

4.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 10. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

4.2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibits "A" or "B," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. Upon written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

4.3. Enforcement. The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Sections 3.10 and 3.15 of the By-Laws. Such sanctions may include, without limitation:

- (a) imposing monetary fines which shall constitute a lien upon the Unit of the violator (in the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);
- (b) filing liens in the Public Records for nonpayment of any assessments or fees;
- (c) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;
- (d) suspending an Owner's right to vote;
- (e) suspending any Person's right to use any recreational facilities within the Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(f) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 Days delinquent in paying any assessment or other charge owed to the Association; and

(g) levying Specific Assessments to cover costs incurred in bringing a Unit into compliance in accordance with Section 8.7(c).

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by entering the Unit and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

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

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5. Governmental Interests. During the Development Period, the Declarant may designate sites within the Properties for public or quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner consents.

4.6. Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages, liability, and expenses, including attorneys fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Georgia law.

1010 469

The officers, directors, and ARB and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and ARB and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors or ARB or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and ARB and other committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or ARB or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.7. Dedication of or Grant of Easement on Common Area. The Association may dedicate portions of the Common Area to Camden County, Georgia, or to any other local, state, or federal governmental or quasi-governmental entity or private utility provider.

4.8. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

4.9. Street Lighting Agreement. Declarant reserves the right to subject the Properties to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by each Owner or the Association. All streetlights shall be installed or aimed so as to minimize the potential for either a disabling glare to drivers or pedestrians or a nuisance glare to neighboring properties.

4.10. Golf Course. By acceptance of a deed to any Unit, each Owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons and animals from golf balls which are hit onto an Owner's Unit or other portion of the Properties; (b) the entry by golfers onto an Owner's Unit or other portion of the Properties utilized by the Owner to retrieve golf balls; (c) over spray in connection with the watering of the roughs, fairways and greens on the golf course; (d) noise from golf course maintenance and operation equipment (including, without limitation, compressors, blowers, mulches, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (e) odors arising from irrigation and fertilization of the turf situated on the golf course; and (f) disturbance and loss of privacy resulting from golf cart traffic and golfers. Additionally each Owner acknowledges that pesticides and chemicals may be applied to the golf course throughout the year and that reclaimed water, treated waste-water or other sources of non-potable water may be used for irrigation of the golf course.

Each Owner expressly assumes such detriments and risks and agrees that neither Bluegreen Corporation, the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of any golf course or their successors, successors-in-title, or assigns; any officer, director, or partner of any of the foregoing; nor any officer or director of any partner of any of the foregoing shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of an Owner's Unit to any golf course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the owner of any golf course, or their successors or assigns. Each Owner hereby agrees to indemnify and hold harmless Bluegreen Corporation, a Massachusetts corporation, the Declarant, and any successor Declarant; the Association and its Members (in their capacity as such); the owner(s) of the Private Amenities and their successors, successors-in-title, and assigns; any officer, director or partner of any of the foregoing; and any officer or director of any partner of the foregoing against any and all such claims by Owner's invitees.

4.11. Presence and Management of Wildlife. Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas. Such areas may contain wildlife, including without limitation, deer and raccoons. Neither the Association, the Board, the original Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and occupant of a Unit and each tenant, guest and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, the original Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife.

The Declarant, acting in its sole absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, this includes the right to manage and control any populations of deer, raccoons, and other wildlife through a variety of techniques, including organized hunting, shooting and trapping. The Declarant hereby reserves the right to assign these management rights to the Association.

ARTICLE 5 MAINTENANCE

5.1. Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

- (i) Common Area;
- (ii) all landscaping and other flora, parks, sidewalks, ponds, structures, and improvements, including any entry features, and pedestrian pathways/trails, situated upon the Common Area;
- (iii) all furnishings, equipment and other personal property of the Association;

1010 471

(iv) any street trees, landscaping and other flora, buffers (unless such areas are maintained by the owner of the Private Amenity), parks, sidewalks and pedestrian pathways/trails, structures and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(v) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association;

(vi) all streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith unless such facilities are located within a Private Amenity and are maintained by the owner of the Private Amenity; and

(vii) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. For example, the Association may maintain any fence, wall, entry feature or sign serving to enhance or designate the entry to Sanctuary Cove at St. Andrews Sound regardless that such improvements are not located within the Common Area or the Properties.

(b) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (a) such maintenance responsibility is otherwise assumed by or assigned to an Owner, a Neighborhood Association or the owner of a Private Amenity or (b) such property is dedicated to any other local, state or federal governmental or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(c) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members holding 67% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the

Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any Cost Sharing Agreements, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Units to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(e) The Association may mow and maintain on each unimproved Unit any grass within that portion of the Unit located between the unit boundaries adjacent to the street to the rear property line. For purposes of this section, unimproved Unit shall mean a Unit without a dwelling.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit, and all structures, parking areas, landscaping and other flora and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. With respect to any Unit upon which a dwelling has not yet been constructed, such maintenance responsibility shall include, but is not limited to, the removal of all litter and trash and lawn mowing on a regular basis. Each Owner shall also maintain all landscaping and other improvements in the right-of-way immediately adjacent to the Owner's Unit. In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space between the Neighborhood and adjacent public roads; provided however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association having responsibility for maintenance within a particular Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs as a Specific Assessment against all Units within such Neighborhood as provided in Section 8.7.

5.4. Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association, any Owner nor any Neighborhood Association shall be liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

1010 473

5.5. Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each well, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.6. Cost Sharing Agreements. The Association may enter into Cost Sharing Agreements with the owners or operators of portions of the Adjacent Properties:

(a) to obligate the owners or operators of such Adjacent Properties to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such Adjacent Properties and the owners within the Properties;

(b) to permit the use of any recreational and other facilities located on such Adjacent Properties by the Owners of all Units or by the Owners of Units within specified Neighborhoods; and/or

(c) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such Adjacent Properties, if any, which are used by or benefit jointly the owners of such Adjacent Properties and the owners within the Properties.

The owners of such Adjacent Properties shall not be Members of the Association and shall not be entitled to vote on any Association matter.

The owners of such Adjacent Properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such Adjacent Properties, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The owners of the Adjacent Properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

ARTICLE 6
INSURANCE AND CASUALTY LOSSES6.1. Association Insurance.

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

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual General Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance, and building ordinance coverage.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 3.3. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Unit insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained

1010 475

on behalf of a Neighborhood shall be charged to the Owners of Units within the benefited Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Camden County, Georgia.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association upon request.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 8.7.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and the Owners. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Units within the Neighborhood and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement; and

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(vi) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(vii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(viii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or

violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(ix) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(x) an endorsement requiring at least 30 Days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(xi) a cross liability provision; and

(xii) a provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless at least 67% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 Days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2. Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Unit is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association

1010 477

assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner thereof pursuant to Section 8.7.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. The ARB shall have the authority to establish time periods for commencing and completing any repair or reconstruction. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property were a Unit. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such Neighborhood and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

6.3. Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any member of a Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Units.

Each Owner, by virtue of the acceptance of title to his or her Unit, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

**ARTICLE 7
ANNEXATION AND WITHDRAWAL OF PROPERTY**

7.1. Annexation by Declarant. Until 20 years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever.

7.2. Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the written consent of the Declarant during the Development Period.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period, for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Properties. By way of example, and not limitation, of the foregoing, a removal of property for the purpose of (i) adjusting boundary lines, (ii) complying with any applicable governmental statute, rule, regulation or judicial determination, (iii) enabling any reputable title insurance company to issue title coverage regarding the Properties or on any portion thereof, (iv) enabling any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units, (v) satisfying the requirements of any local, state or federal governmental agency, or (vi) exempting any tracts of land, either designated now or in the future for nonresidential development, from the provisions of this Declaration, shall be deemed as a permissible withdrawal which is not inconsistent with the overall uniform scheme of development. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

7.4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.5. Amendment. This Article shall not be amended during the Development Period without the prior written consent of Declarant.

ARTICLE 8 ASSESSMENTS

8.1. Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 8.6; and (d) Specific Assessments as

1010 479

described in Section 8.7. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and fees, together with interest, late charges, costs of collection, and reasonable attorneys fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.8. Each such assessment, together with interest, late charges, costs, and reasonable attorneys fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantees shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the 15th day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2. Declarant's Obligation for Assessments. During the Class "B" Control Period, Declarant may annually elect either to pay an amount equal to regular assessments on all of its unsold Units or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 Days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

8.3. Computation of General Assessment. At least 30 Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.5.

General Assessments shall be levied equally against all Units subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Units reasonably anticipated to become subject to assessment during the fiscal year.

During the Class "B" Control Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials (in addition to any amounts paid by Declarant under Section 8.2), which may be treated as either a contribution or an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years and the treatment of such payment shall be made known to the membership, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting of Members representing at least 67% of the total Class "A" votes in the Association and by the Declarant, during the Development Period. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 20 Days after delivery of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board shall send a copy of the revised budget to each Owner at least 30 Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.4. Computation of Neighborhood Assessments. At least 30 Days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of Owners in accordance with Section 3.3(a), any additional costs shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated

1010 481

equally among all Units within the Neighborhood(s) benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least 30 Days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by Owners of a Majority of the Units in the Neighborhood to which the Neighborhood Assessment applies and by the Declarant, during the Development Period. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least 10% of the Units in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the Owners within any Neighborhood disapprove any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board fails for any reason to determine a Neighborhood budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.5. Reserve Budget and Capital Contribution. The Board, in its sole discretion, may annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the budget a capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the reserve budget, with respect both to amount and timing by annual General Assessments or Neighborhood Assessments, as appropriate, over the budget period.

8.6. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Units, if such Special Assessment is for Common Expenses, or against the Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Units subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting of Members representing at least 67% of the total Class "A" votes allocated to Units which will be subject to such Special Assessment and by the Declarant during the Development Period. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 20 Days after delivery of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.7. Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit or Units as follows:

- (a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control, etc.),

which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one or more Units; and

(c) to cover costs incurred in bringing the Unit(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c).

The Association may also levy a Specific Assessment against the Units within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules; provided however, the Board shall give prior written notice to the Owners of Units in the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

8.8. Lien for Assessments. The Association shall have a lien against each Unit to secure payment of assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as the Board may establish (subject to the limitations of Georgia law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

The Declarant or the Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Unit owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.9, including such acquirer, its successors and assigns.

All other Persons acquiring liens or encumbrances on any Unit after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.9. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the date that such Unit is conveyed to a Person other than a Builder or Declarant. With respect to any Unit owned by a Builder, assessments shall commence upon the earlier of (a) actual occupancy of such Unit, excluding any period that such Unit is being used exclusively as a

1010 483

model home or a sales office approved by Declarant; or (b) one year from the date that such Builder or any entity or Person related to such Builder acquired title to such Unit. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of Days remaining in the 5.10 -Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.10. Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

- (a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1;
 - (b) Any property dedicated to and accepted by any governmental authority or public utility;
- and
- (c) Property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

8.11. Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to the greater of one hundred dollars or one-sixth of the annual General Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Unit to the first owner, the capital contribution shall be paid immediately upon demand by the Association. Capital contributions shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

ARTICLE 9 ARCHITECTURAL STANDARDS

9.1. General. No exterior structure or improvement, as described in Section 9.5 shall be placed, erected, installed or made upon any Unit or adjacent to any Unit where the purpose of the structure is to service such Unit, and no improvements shall be permitted except in compliance with this Article, and with the prior written approval of the appropriate reviewing body under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.3.

Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of porches, screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless Declarant or its designee otherwise approves in its sole discretion.

This Article shall not apply to the activities of the Declarant, or to improvements to the Common Area by or on behalf of the Association or to improvements to any Private Amenity.

This Article may not be amended without the Declarant's written consent during the Development Period.

9.2. Architectural Review. Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the ARB, the members of which need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ARB in having any application reviewed by architects, engineers or other professionals.

The ARB shall have exclusive jurisdiction over all construction on any portion of the Properties. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, and initial construction on each Unit has been completed in accordance with the Design Guidelines, the Declarant retains the right to appoint all members of the ARB which may consist of one or more Persons, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARB who shall thereafter serve and may be removed in the Board's discretion.

9.3. Guidelines and Procedures.

(a) Design Guidelines. The Declarant shall prepare the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Guidelines may impose stricter requirements on those portions of the Properties adjacent to or visible from any Private Amenity or any lake, pond, river, stream or other body of water. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the committees and compliance with the Design Guidelines does not guarantee approval of any application.

The ARB shall adopt the Design Guidelines prior to closing on the first Unit and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the ARB is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate committee for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the committees may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other

1010 485

considerations. Decisions of the committees may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

In the event that the ARB fails to approve or to disapprove any application within 30 Days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 9.8.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

9.4. Architect, Builder and General Contractor Approval. All architects, Builders and general contractors must be approved by the ARB prior to engaging in any construction activities. The ARB shall implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the ARB or the Declarant, nor a guarantee or endorsement of the work of such architect, Builder or contractor. Once approved (unless such approval is withdrawn by the ARB), an approved architect, Builder or contractor shall not be required to re-submit to the approval process.

9.5. Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and similar sports and play equipment; clotheslines; garbage cans; wood piles; swimming pools; gazebos or playhouses; window air-conditioning units or fans; hot tubs; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the reviewing body shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body. The ARB may, but is not required to, adopt specific guidelines as part of the Design Guidelines or rules and regulations which address the following items.

(i) Signs. No "for sale" or "for rent" signs are permitted on the Properties. No other sign of any kind shall be erected by an Owner or occupant without the prior written consent of the ARB, as applicable, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Unit, any structure or dwelling located on the

Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

The Declarant and the ARB reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any approved signs. All authorized signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, "for sale" signs installed by Declarant and Builder signs installed in accordance with the Design Guidelines.

(ii) Tree Removal. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ARB; provided however, any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a residence, or a driveway, or any diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the ARB. The ARB may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed.

(iii) Lighting. Exterior lighting visible from a public street shall not be permitted except for: (1) approved lighting as originally installed on a Unit; (2) one (1) approved decorative post light; (3) pathway lighting; (4) porch lighting (5) street lights in conformity with an established street lighting program for the Properties; (6) seasonal decorative lights during the usual and common season; or (7) front house illumination of model homes. All streetlights shall be installed or aimed so as to minimize the potential for either a disabling glare to drivers or pedestrians or a nuisance glare to neighboring properties.

(iv) Temporary or Detached Structures. Except as may be permitted by the Declarant during initial construction, or the ARB thereafter, no temporary house, dwelling, garage, barn or other building shall be placed or erected on any Unit.

No mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Unit as a temporary or permanent dwelling. These recreational vehicles shall be subject to the restrictions set forth in Section 10.4 of the Declaration.

In addition, no modular home or manufactured home shall be placed, erected, constructed or permitted within the Properties. "Modular home and manufactured home" shall include, without limitation, any prefabricated or pre-build dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction. The placement of prefabricated and transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector shall not exempt such structure from this prohibition. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved in strict accordance with Article 9 of the Declaration.

(v) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(vi) Standard Mailboxes. The ARB reserves the right to approve the style, design, color and location prior to any original installation or replacement of any mailbox and may require the installation of a standard mailbox which may vary from one Neighborhood to another. Application shall

1010 487

be made to the ARB prior to installation or replacement. By accepting a deed to a Unit, each Owner agrees that the ARB may remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Unit, and all claims for damages caused by the ARB are waived.

(vi) Minimum Dwelling Size. The Design Guidelines may establish a minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one (1) Neighborhood to another. Upon written request of an Owner, the ARB may waive the minimum square footage requirement if, in the ARB's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties.

(vii) Water Facilities. No individual water supply system shall be permitted within the Properties.

(ix) Fences and Hedges. All fences and hedges shall be installed in accordance with the Design Guidelines and unless otherwise approved by the ARB, shall be located at least two feet inside the property line.

9.6. Construction Period. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one (1) year after commencement of construction, unless extended by the ARB in its sole discretion. All other construction shall be completed within the time limits established by the ARB at the time the project is approved by the ARB.

For the purposes of this Section, commencement of construction shall mean that (a) all plans for such construction have been approved by the ARB; (b) a building permit has been issued for the Unit by the appropriate jurisdiction; and (c) construction of a structure has physically commenced including site preparation and pouring of footings or a slab foundation, as applicable. Completion of a structure shall mean that a final certificate of occupancy has been issued by the appropriate jurisdiction for the Unit.

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

9.8. Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) stop the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.9. Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ARB shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the ARB or any

committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.10. Enforcement. The Declarant, any member of the ARB, or the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of Declarant, the ARB, or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant and the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Neither the ARB or any member of the foregoing nor the Association, the Declarant, or their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

ARTICLE 10 USE RESTRICTIONS

10.1. General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Unit. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Builders, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association, business offices for the Declarant or the Association or related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2. Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and

1010 489

regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Members, and during the Development Period the written consent of the Declarant.

10.3. Residential Use. All Units may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Properties; and limits the number of employees on the premises to not more than two (2) at any given time; provided, further that there is reasonable parking to accommodate such employees; (c) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

No real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property or improvements shall be permitted within the Properties except with the Declarant's prior written approval which may be denied in Declarant's sole discretion. No other trade or business activity shall be conducted upon a Unit without the prior written approval of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties.

10.4. Vehicles.

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or in the driveways, if any, serving the Units unless otherwise approved by the ARB. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board and vehicles used by the Association or the owner of a Private Amenity in maintenance of all or a portion of the Properties or Private Amenity.

(b) Recreational vehicles shall be parked only in the garages, if any, serving the Units. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, mini-bikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties.

(c) Recreational vehicles may be operated on the streets within the Properties only by a licensed driver in accordance with Georgia law.

(d) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt, including, without limitation, the right to limit the number of vehicles permitted on each Unit.

10.5. Leasing. Units may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

10.6. Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

10.7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred or maintained for commercial purposes. All pets shall be on a leash or otherwise reasonably controlled by the owner whenever outside a Unit and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted on any golf course, in any lake, or within any Private Amenity except in compliance with conditions established by the owner of such Private Amenity. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, they shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3.

10.8. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

Each Owner shall maintain its Unit in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Unit shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from Units and shall not be buried or covered on the Unit. Owners shall remove trash and debris from the Unit upon reasonable notice by Declarant in preparation for special events.

No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any

1010 491

property within the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ARB, shall be located, installed or maintained upon the exterior of any Unit unless required by law.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.9. Streams. No streams which run across any Unit may be dammed, or the water therefrom impounded, diverted, or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11.

10.10. Drainage and Grading. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

No Person shall alter the grading of any Unit without prior approval pursuant to Article 9 of this Declaration. No Person may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing, nor may any Person pipe, fill in, or alter any lot line swale used to meet Camden County regulations, if any. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent.

10.11. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Unit within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Unit within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10.12. Storage of Materials, Garbage, Dumping, Etc. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff. Due to the sensitivity of the surrounding land, Owners shall use their best efforts to avoid excessive use of fertilizers.

No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Unit, except during the initial construction period of the improvements to the Unit. In addition, during construction the building materials on any Unit shall be placed and kept in an orderly fashion. Any Unit on which construction is in progress shall be policed

prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

10.13. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed after a subdivision plat including such Unit has been approved and filed in the Public Records without the Declarant's written consent. Declarant, however, hereby expressly reserves the right to re-plate any Unit or Units which it or any Builder owns, with the written prior consent of the owner of the Unit or Units affected. Any such division, boundary line change, or re-plotting shall not be in violation of the applicable subdivision and zoning regulations, if any.

10.14. Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration to enforce this restriction, but shall not be obligated to exercise self-help to prevent any such discharge.

10.15. Combustible Liquid. There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment and except as may be approved in writing by the ARB. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.16. Completion of Construction; Occupancy of Unfinished Units. No dwelling erected upon any Unit shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. With respect to construction of a residential dwelling, such construction shall be completed within one year from commencement.

For the purposes of this Section, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARB; (ii) a building permit has been issued for the Unit by the appropriate jurisdiction; and (iii) construction of a residential dwelling on the Unit has physically commenced beyond site preparation. Completion of a dwelling shall mean that a certificate of occupancy has been issued by the appropriate jurisdiction for the Unit.

10.17. Lakes, Ponds and Streams. Swimming, boating and other active uses of lakes, ponds or streams within or adjacent to the Properties shall be prohibited. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties.

10.18. Irrigation Systems and Wells. Sprinkler or irrigation systems shall be installed only in accordance with the Design Guidelines. Declarant shall have the right to install sprinkler or irrigation systems or non-potable wells within or abutting the Properties which draw upon water from lakes, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties and the Declarant and the owner of any golf course shall have the right to draw water from such sources within the Properties.

10.19. Golf Course Areas. Owners of Units adjacent to any golf course, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would distract from the playing qualities of any golf course adjacent to the Properties. Such prohibited activities shall include, but shall not be limited to, burning materials where the smoke will cross the golf course property, maintenance of dogs or other pets under conditions which interfere with golf course play due to

1010 493

their loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, running, bicycling, skateboarding, walking or trespassing in any way on the golf course property, picking up balls or similar interference with play. In addition, no Person shall, by virtue of this Declaration, have any right to (a) prune or otherwise alter any landscaping located on the golf course property or (b) use any portion of any golf cart path system, including any portion thereof which may be situated upon Common Area. This covenant is for the benefit of any golf course adjacent to the Properties and the owner thereof and persons playing golf on said golf courses and shall be enforceable by the owner of such golf course.

ARTICLE 11 EASEMENTS

Declarant reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and the owners of any Private Amenities, and their successors-in-title.

11.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Units, between each Unit and any adjacent Common Area, and between each Unit and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2. Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant during the Development Period, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above.

Declarant specifically grants to the local water supplier, sewer service provider, electric company, telephone company, cable company, and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant during the Development Period, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B."

(c) Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the

structures on any Unit, nor shall it unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3. Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Unit for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Unit which are or may be subject to soil erosion;

(b) drainage of natural or man-made water flow and water areas from any portion of the Properties or any Private Amenity;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Unit or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties or any Private Amenity.

11.4. Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads, for the posting of signs, and for connecting and installing utilities serving the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property

11.5. Easement for Entry.

(a) The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Unit, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents, employees and managers of the Association, any member of its Board or committees, and its officers, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Unit to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Any entry by the Association or its authorized

1010 495

agents, employees or managers of the Association, any member of its Board or committees, or its officers onto a Unit for the purposes specified herein shall not constitute a trespass.

(b) Declarant hereby reserves for itself and grants to the Association, to the relatives or descendants of any deceased person in any cemetery or burial ground that is located within the boundary of the Properties, and to any persons seeking access to any cemetery or burial ground for academic or historical purposes, a nonexclusive, perpetual easement of ingress and egress over such portions of the Common Area as are necessary for such access.

11.6. Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Unit to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Unit shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass, and prior notice shall not be required except as provided in Section 5.2.

The Association also may enter a Unit to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys fees, may be assessed against the violator as a Specific Assessment.

11.7. Easements for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. Declarant and its designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself and its successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within 20 feet of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.8. Lateral Support. Every portion of the Common Area, every Unit, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Unit shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.9. Easements for Private Amenities.

(a) Every Unit and the Common Area and the common property of any Neighborhood Association adjacent to any Private Amenity are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Units or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Unit to retrieve errant golf balls; provided however, if any Unit is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to the Private Amenity, including but not limited to, any errant golf balls or the exercise of this easement: the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; or any officer or director, member, manager or partner of any of the foregoing.

(b) The owner(s) of the Private Amenities, their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Properties for the purpose of retrieving golf balls from bodies of water within the Common Area and any Unit lying reasonably within range of golf balls hit from any golf course within such Private Amenity.

(c) The owner of any Private Amenity within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of its Private Amenity.

(d) Declarant hereby reserves for itself, its successors and assigns and the Owner(s) of any Private Amenities over, across and upon each and every Unit, a twenty (20) foot easement as measured from the boundary line of the Unit that separates such Unit from any golf course to a line running parallel thereto being located twenty (20) feet into the interior of such Unit. Such easement may be used for the purposes of operation and maintenance of any golf course, including, without limitation, installation and maintenance of cart paths. By way of example and not limitation, such easement shall be for the purpose of authorizing entry onto such portions of the Unit to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, irrigation, fertilizer application, mowing and edging, and removal of any underbrush, trash, debris and trees of less than two (2) inches in diameter.

(e) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties

1010 497

at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenities.

(f) Any portion of the Properties immediately adjacent to the Private Amenities are hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities for over spray of water from the irrigation system serving the Private Amenities. Under no circumstances shall the Association or the owner(s) of the Private Amenities be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

(g) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement and all rights to draw water from the lakes and ponds within or adjacent to the Properties for purposes of irrigation of the Private Amenities and for access to and the right to enter upon the lakes and ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

(h) Any Private Amenity may include an extensive system of paths for use by pedestrians, golf carts and maintenance vehicles. To the extent such paths are not located on the Private Amenity, Declarant hereby reserves a nonexclusive easement appurtenant to the Private Amenity on, over, under and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, reconstruction, use and enjoyment of such paths. The owner(s) of the Private Amenities shall be solely responsible for maintaining such paths at its sole cost and expense, including those portions which are located on a Unit or Common Area. The aforesaid easements are reserved for the benefit of the owner(s) of the Private Amenities, and their respective members, guests, invitees, employees, contractors, agents, and designees and shall be appurtenant to the Private Amenity.

11.10. Easement for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees a perpetual, non-exclusive easement over the Common Area for the purpose of conducting educational, cultural, entertainment, or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.11. Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including but not limited to the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Unit, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.12. Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE 12
MORTGAGEE PROVISIONS

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

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

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

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

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

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

12.5. Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

ARTICLE 13
DECLARANT'S RIGHTS

13.1. Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a

1010 499

right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2. Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties, including any clubhouse, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, including, but not limited to, business offices, signs, model homes, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3. Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.4. Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws or Articles.

13.5. Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Governing Documents.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Class "B" Member may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Class "B" Member exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

ARTICLE 14 PRIVATE AMENITIES

14.1. General. Private Amenities shall not be a portion of the Common Area, and neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges, and number of users, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges, and other charges for use privileges and to change, eliminate, or lease operation of any or all facilities; and to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements.

14.2. Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private

1010 501

Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; or (b) the conveyance of any Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

14.3. View Impairment. Neither the Declarant, the Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Area or any public facilities from Units will be preserved without impairment. The owners of such property, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Private Amenities, the Common Area or the public facilities from time to time. In addition, the owner of any Private Amenity which includes a golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

14.4. Cost Sharing Agreements. The Association may enter into a Cost Sharing Agreement with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Area maintenance.

14.5. Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is contiguous to or within one hundred (100) feet of, any Private Amenity without giving the owner of such Private Amenity at least fifteen (15) Days prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of such Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the owner of such Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the owner of such Private Amenity's right to object to the matter. If in the reasonable opinion of the owner of the Private Amenity whether by restriction of view, hazards to person or otherwise, the requesting party shall resubmit to the ARB the proposed construction or modification so as to take into account the objection of the Private Amenity, and the review and approval process set forth in this Section shall apply to the resubmitted plans and specifications. This Section shall also apply to any work on the Common Area contiguous to the Private Amenity.

14.6. Use Restrictions. Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.

14.7. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

1010 502

14.8. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate rules or regulations affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE 15
GENERAL PROVISIONS

15.1. Duration.

(a) Unless terminated as provided in Section 15.1(b), this Declaration shall run with the land and shall be binding on all parties and Persons claiming under them for a period of 20 years from the date this Declaration is recorded. This Declaration shall automatically be extended at the expiration of such period for successive periods of 10 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Georgia law, in which case such law shall control, this Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least 75% of the total Units within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as the Declarant owns property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 67% of the total Class "A" votes in the Association, including 67% of the Class "A" votes held by Members other than the Declarant, and the written consent of the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

1010 503

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

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

15.3. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4. Dispute Resolution. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration; the By-Laws, the Association rules, or the Articles through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation.

15.5. Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members representing 75% of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods and services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.6. Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual units conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.7. Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted in this Declaration.

15.8. Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions applicable to any Neighborhood; provided however, in the event of a conflict between or among this Declaration and such covenants or restrictions, and/or the provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Articles, and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

15.9. Use of the Words "Sanctuary Cove at St. Andrews Sound". No Person shall use the words "Sanctuary Cove at St. Andrews Sound" or any logo of Sanctuary Cove at St. Andrews Sound or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the term "Sanctuary Cove at St. Andrews Sound" in printed or promotional matter where such term is used solely to specify that particular property is located within Sanctuary Cove at St. Andrews Sound and the Association and any other community association located on Sanctuary Cove at St. Andrews Sound shall be entitled to use the words "Sanctuary Cove at St. Andrews Sound" in its name.

15.10. Compliance. Every Owner and occupant of any Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.11. Right of First Refusal.

(a) Each Owner acknowledges, and the deed of conveyance to each Owner may provide, that the Declarant shall retain a right of first refusal for any Unit within the Properties on the terms and conditions set forth below. This Section shall not restrict an Owner's right to enter into a binding contract for the sale of a Unit, provided that, for so long as this right of first refusal exists, the contract provides that the Owner may not convey a Unit to any third party without giving the Declarant the right of first refusal on the terms and conditions set forth below. This right of first refusal shall not apply to any transfer or conveyance in connection with a Mortgage foreclosure or deed in lieu of foreclosure except where the intent of the parties is to circumvent this right of first refusal. The failure by Declarant to exercise its right of first refusal with respect to a Unit shall not be deemed a waiver of such right with respect to any other transfer or conveyance.

(b) If any Owner desires to convey any Unit to a third party, the Owner proposing to transfer said Unit shall deliver to Declarant within seven Days of its execution a copy of the executed, binding real estate sales contract between the Owner and the prospective purchaser. The real estate sales contract shall provide that Declarant shall have 30 Days after actual receipt of the executed binding real estate

1010 505

contract upon which to exercise its right of first refusal for the Unit on the same terms and conditions as the real estate sales contract between the Owner and prospective purchaser. Declarant shall provide written notice of the exercise of the right of first refusal to the transferor. If the Declarant fails to exercise such right as provided herein, the right of first refusal shall be waived and extinguished. Upon request and receipt of a release in form and content satisfactory to Declarant, Declarant shall execute a release of such right of first refusal in recordable form if the Declarant does not intend to exercise such right.

(c) If Declarant exercises its right of first refusal, the owner of the Unit shall convey the Unit by general warranty deed (subject to such exceptions and easements of record as are standard and customary) to the Declarant within 30 Days after the date of receipt of the Declarant's notice the right of first refusal has been exercised. The remaining terms of the real estate sales contract shall remain in full force and effect.

(d) If Declarant does not exercise its right to repurchase, the Owner of the Unit shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require not later than the date of closing. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

(e) The right of first refusal set forth in this Section shall automatically terminate as to each Unit upon the issuance of a certificate of occupancy by the County of Camden, Georgia building department for a residential dwelling on such Unit. Upon issuance of a certificate of occupancy and receipt from any Owner of such Unit by Declarant of a written request and a release in form and content satisfactory to Declarant, Declarant shall execute a release of such right of first refusal as to such Unit in recordable form; however, issuance of such a release shall not be necessary to terminate this right of first refusal.

This right of first refusal shall automatically terminate as to all Units five (5) years from the date that this Declaration is recorded in the Public Records, or when, in its sole discretion, the Declarant so determines and declares in a recorded instrument.

15.12. Exhibits. Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of this Declaration. Exhibit "C" is attached for informational purposes and may be amended as provided therein.

1010 506

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ___ day of _____, 20__.


BLUEGREEN COMMUNITIES OF GEORGIA, LLC

By: [Signature] [SEAL]

Its: MANAGER
Daniel A. Koster

Signed, sealed and delivered this
24th day of December,
2003, in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC
My Commission Expires:

 Jeffrey C. LORENZ
Commission # DD 033697
Expires Nov. 11, 2005
Bonds Through
Atlantic Bonding Co., Inc.

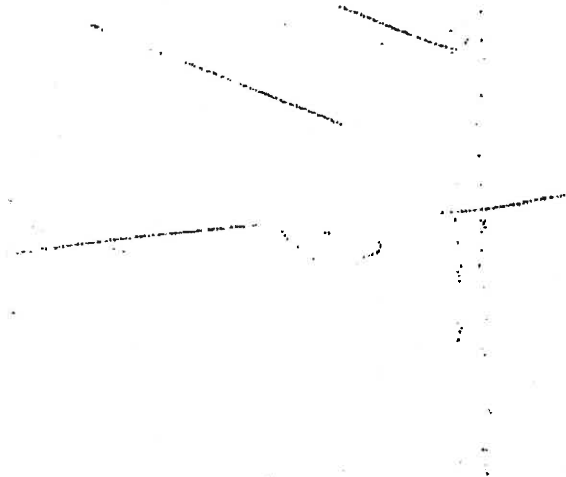
STATE OF FLORIDA
COUNTY OF PALM BEACH

Re: Deed Book _____
Page _____

CLERK'S NOTE: CONTINUE NEXT PAGE

II.

original as recorded in the records of the county clerk of Camden County, Georgia



1010 507

EXHIBIT "A"

Land Initially Submitted

All that tract or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Camden County, Georgia, as shown on a plat [DESCRIBE FINAL PLAT] _____, dated _____, a copy of which plat was recorded on 12/19/03 in the _____ in Plat Book 16, Page(s) 15-17, and to which plat reference is hereby made for a more particular description of said land. MAPS

DRAWER

1010 508

EXHIBIT "B"

Land Subject to Annexation

Any property located within a five (5) mile radius of the perimeter boundary of the land described on Exhibit A attached hereto.

AT:92796.2

Exhibit "B" - Page 1 of 1

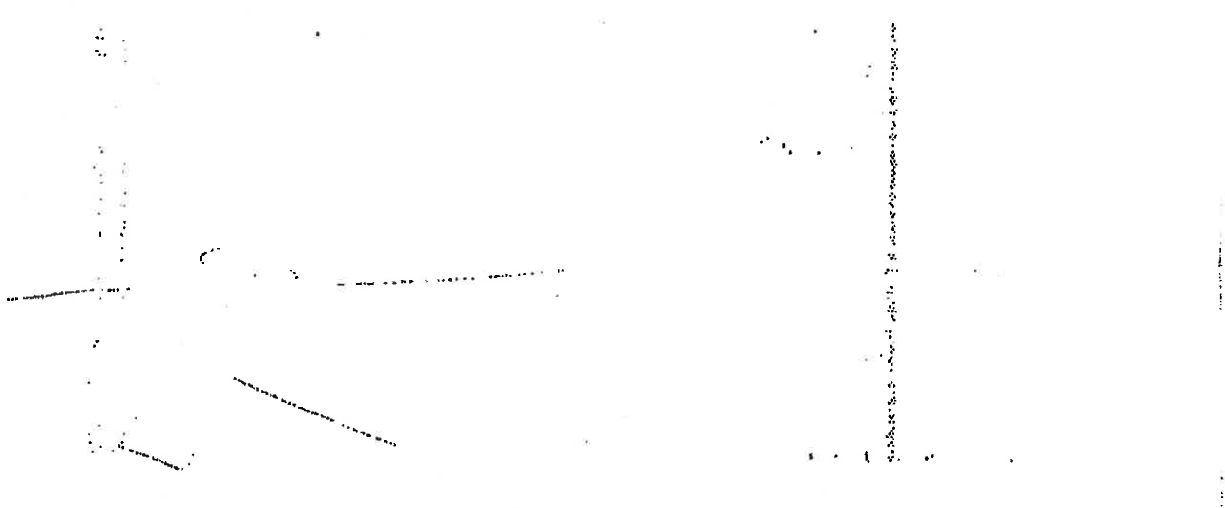


EXHIBIT "C"

By-Laws

1010 509

RECORDED DEC 3 0 2003
DEPUTY CLERK SUPERIOR COURT GARDEN COUNTY, GEORGIA

Timothy Head

2-18-00

Prepared by/Return to:
Attorney Blair C. Strain
Atlantic Coast Title Services
PO Box 5070
St. Marys, Georgia 31558

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 18th day of March 2004
at 11:30 o'clock A.M. and recorded
in Book No. 16 Page 247-248
the 18th day of March 2004
Chapman, Costa
DCSC

13512

1032 247

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS SUPPLEMENTAL DECLARATION is made this 18th day of March 2004, by Bluegreen
Communities of Georgia, L.L.C. (the "Declarant").

Statement of Background

Declarant prepared and filed of record that certain Declaration of Covenants, Conditions, and
Restrictions for Sanctuary Cove at St. Andrews Sound in Record Book 1010, page 452, et seq., Camden
County, Georgia Records, as amended and supplemented from time to time (collectively, "Declaration").
Pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit certain additional
property described on Exhibit B of the Declaration to the terms of the Declaration. Declarant is the owner
of the real property described on Exhibit A attached hereto and incorporated herein by this reference
("Additional Property"). The Additional Property is a portion of that property described on Exhibit B to the
Declaration. The Declarant desires to submit the Additional Property to the terms of the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration,
Declarant hereby subjects the real property described on Exhibit A hereof to the provisions of the
Declaration and this Supplemental Declaration, which shall apply to such property in addition to the
provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and
mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the
Declaration, both of which shall run with the title to such property and shall be binding upon all persons
having any right, title, or any interest in such property, their respective heirs, legal representatives,
successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding
upon the Sanctuary Cove at St. Andrews Sound Community Association, Inc., a Georgia nonprofit
corporation, in accordance with the terms of the Declaration.

**ARTICLE 1
Definitions**

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

**ARTICLE 2
Declaration**

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full
force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration
the day and year first above written.

Signed, sealed and delivered in the

DECLARANT:

BLUEGREEN COMMUNITIES OF GEORGIA,
L.L.C., a Georgia limited liability company

By: [Signature]

[Signature]
Witness
[Signature]
Notary Public
My Commission Expires: 11/24/05

CLERK'S NOTE: CONTINUE NEXT PAGE

EXHIBIT A

1032 248

All those tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in the Camden County, Georgia as shown on plats described as follows:

Tract 1:
SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE ONE-B, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated December 19, 2003, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 15-17, of the public records of Camden County, Georgia (as previously recited in original Restrictions recorded in Record Book 1010, pages 452-509)

with
A REPLAT OF BLOCK "A", SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE ONE-B, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated February 25, 2004, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 38-40, of the public records of Camden County, Georgia

Tract 3:
SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE TWO-A, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated February 26, 2004, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 41-43, of the public records of Camden County, Georgia.

RECORDED MAR 30 2004
DEPUTY CLERK SUPERIOR COURT
CAMDEN COUNTY, GEORGIA

2-12-04

STATE OF GEORGIA
Camden County

Prepared by/Return to:
Attorney Blair C. Strain
Atlantic Coast Title Services
PO Box 5070
St. Marys, Georgia 31558

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 30th day of March 2004
at 11:30 o'clock A.M. and recorded
in Book No. 1032 Page 247-248
the 30th day of March 2004
Charlene Costa
DCSC

(3512 1032 247
**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS SUPPLEMENTAL DECLARATION is made this 18th day of March 2004, by Bluegreen Communities of Georgia, L.L.C. (the "Declarant").

Statement of Background

Declarant prepared and filed of record that certain Declaration of Covenants, Conditions, and Restrictions for Sanctuary Cove at St. Andrews Sound in Record Book 1010, page 452, et seq., Camden County, Georgia Records, as amended and supplemented from time to time (collectively, "Declaration"). Pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit certain additional property described on Exhibit B of the Declaration to the terms of the Declaration. Declarant is the owner of the real property described on Exhibit A attached hereto and incorporated herein by this reference ("Additional Property"). The Additional Property is a portion of that property described on Exhibit B to the Declaration. The Declarant desires to submit the Additional Property to the terms of the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit A hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Sanctuary Cove at St. Andrews Sound Community Association, Inc., a Georgia nonprofit corporation, in accordance with the terms of the Declaration.

**ARTICLE 1
Definitions**

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

**ARTICLE 2
Declaration**

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Signed, sealed and delivered in the

DECLARANT:

Patricia A. Larson
Witness

BLUEGREEN COMMUNITIES OF GEORGIA,
L.L.C., a Georgia limited liability company

By: [Signature]

Charlene Costa
Notary Public
My Commission Expires: 11/26/05

CLERK'S NOTE: CONTINUE NEXT PAGE

EXHIBIT A

1032 248

All those tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in the Camden County, Georgia as shown on plats described as follows:

Tract 1:

SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE ONE-B, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated December 19, 2003, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 15-17, of the public records of Camden County, Georgia (as previously recited in original Restrictions recorded in Record Book 1010, pages 452-509)

with

A REPLAT OF BLOCK "A", SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE ONE-B, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated February 25, 2004, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 38-40, of the public records of Camden County, Georgia

Tract 3:

SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE TWO-A, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated February 26, 2004, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 41-43, of the public records of Camden County, Georgia.

RECORDED

MAR 30 2004

DEPUTY CLERK SUPERVISOR CLERK

MISSISSIPPI COUNTY, GEORGIA

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 1st day of June, 2004
at 9:30 o'clock a.m. and recorded
in Book No. 1049, page 626-627
the 1st day of June, 2004
Deborah Carter

Prepared by/Return to:
Attorney Blair C. Strain
Atlantic Coast Title Services
PO Box 5070
St. Marys, Georgia 31558

1049-626

66321

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
SANCTUARY COVE AT ST. ANDREWS SOUND

THIS SUPPLEMENTAL DECLARATION is made this 1st day of May 2004, by Bluegreen
Communities of Georgia, L.L.C. (the "Declarant").

Statement of Background

Declarant prepared and filed of record that certain Declaration of Covenants, Conditions, and
Restrictions for Sanctuary Cove at St. Andrews Sound in Record Book 1010, page 452, et seq., Camden
County, Georgia Records, as amended and supplemented from time to time (collectively, "Declaration").
Pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit certain additional
property described on Exhibit B of the Declaration to the terms of the Declaration. Declarant is the owner
of the real property described on Exhibit A attached hereto and incorporated herein by this reference
("Additional Property"). The Additional Property is a portion of that property described on Exhibit B to the
Declaration. The Declarant desires to submit the Additional Property to the terms of the Declaration.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration,
Declarant hereby subjects the real property described on Exhibit A hereof to the provisions of the
Declaration and this Supplemental Declaration, which shall apply to such property in addition to the
provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and
mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the
Declaration, both of which shall run with the title to such property and shall be binding upon all persons
having any right, title, or any interest in such property, their respective heirs, legal representatives,
successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding
upon the Sanctuary Cove at St. Andrews Sound Community Association, Inc., a Georgia nonprofit
corporation, in accordance with the terms of the Declaration.

ARTICLE 1
Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

ARTICLE 2
Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full
force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration
the day and year first above written.

Signed, sealed and delivered in the

Natalie Anderson
Witness

Deborah Carter
Notary Public
My Commission Expires: 11/26/05

DECLARANT:

BLUEGREEN COMMUNITIES OF GEORGIA,
L.L.C., a Georgia limited liability company

By: David Edwards, manager

CLERK'S NOTE: CONTINUE NEXT PAGE

1049-627

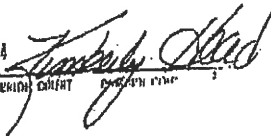
EXHIBIT A

All that tract or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in the Camden County, Georgia as shown on plats described as follows:

SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE TWO-B, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, dated March 31, 2004, prepared by Phillip Jackson, Georgia Registered Land Surveyor No. 2804, recorded in Plat Drawer 16, Map Nos. 68, of the public records of Camden County, Georgia.

RECORDED JUN 1 2004

DEPUTY CLERK SUPERIOR COURT



3-14-04

1077-642

STATE OF GEORGIA
Camden County

After recording return to:
→ Courtney S. Lewis
Jackson and Hardwick
81 Church Street
Winder, Georgia 30680

(11094

I hereby certify that this instrument was filed for record in the Clerk's office, Superior Court, said County on the 7th day of Sept 2004 at 9:30 o'clock A.m. and recorded in Book No. 1077 Page 642-644 the 14th day of Sept 2004
Timothy Head
DCSC

STATE OF GEORGIA

Clerk: Please Cross Reference to Deed Book 1010, Page 452, Camden County, Georgia

COUNTY OF BARROW

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND

THIS SUPPLEMENTAL DECLARATION is made this 14th day of September 2004, by Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded in Deed Book 1010, Page 452, et.seq., in the records of the Clerk of the Superior Court of Camden County, Georgia, as supplemented by those particular Supplemental Declarations of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in Deed Book 1032, Page 247, and Deed Book 1049, Page 626, records of Camden County, Georgia; and

WHEREAS, pursuant to Section 7.1, *Annexation by Declarant*, the Declarant may from time to time unilaterally subject the property described in Exhibit B of the Declaration ("Additional Property"), to the provisions of the Declaration;

WHEREAS, Declarant is the owner of record of the property described in Exhibit A, attached hereto, which is a portion of said Additional Property;

NOW THEREFORE, pursuant to the authority granted in the Declaration and consistent with the terms therein, Declarant hereby subjects the property described in Exhibit A, attached hereto, to the provisions of the Declaration. Such property shall be conveyed, used, developed, mortgaged, assigned, and otherwise encumbered, pursuant to the provisions of said Declaration, which shall run with the title of said property and be binding upon all persons having any interest in said property, as well as their successors and assigns.

1077 643

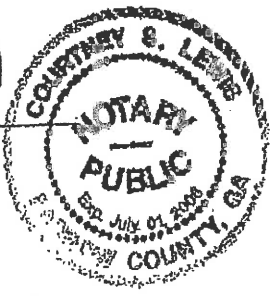
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC

[Handwritten Signature]
By _____
As: *Manager*

[Handwritten Signature]
Unofficial Witness

[Handwritten Signature]
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1077 644

Exhibit "A"

Additional Property

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden County, Georgia, including all improvements, fixtures, rights, privileges, hereditaments, and appurtenances thereto belonging and being more particularly described on that certain Final Subdivision Plat of Sanctuary Cove at St. Andrews Sound, Phase Three, as per plat recorded in Plat Drawer 17, Map Nos. 32, records of Camden County, which plat is incorporated herein by reference and made a part of this description.

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden County, Georgia, including all improvements, fixtures, rights, privileges, hereditaments, and appurtenances thereto belonging and being more particularly described on that certain Final Subdivision Plat of Sanctuary Cove at St. Andrews Sound, Phase Four, as per plat recorded in Plat Drawer 17, Map Nos. 33, records of Camden County, which plat is incorporated herein by reference and made a part of this description.

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden County, Georgia, including all improvements, fixtures, rights, privileges, hereditaments, and appurtenances thereto belonging and being more particularly described on that certain Final Subdivision Plat of Sanctuary Cove at St. Andrews Sound, Phase Five, as per plat recorded in Plat Drawer 17, Map Nos. 34-36, records of Camden County, which plat is incorporated herein by reference and made a part of this description.

RECORDED

SEP 07 2004

DEPUTY CLERK SUPERIOR COURT

CAMDEN COUNTY, GEORGIA

Charlene Carter

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on

After recording return to:

Courtnay S. Lewis
Jackson and Hardwick
81 Church Street
Winder, Georgia 30080

the 22nd day of NOV, 2004
at 9:25 o'clock A.M., and recorded
in Book No. 1095 Page 396-397
the 22nd day of NOV, 2004

14128


DCSC

STATE OF GEORGIA
1095 396
COUNTY OF CAMDEN

Clerk: Please Cross Reference to Deed
Book 1010, Page 452, Camden County,
Georgia

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND

THIS SUPPLEMENTAL DECLARATION is made this 15 day of NOVEMBER, 2004, by
Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company (hereinafter
referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants,
Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded
in Deed Book 1010, Page 452, et. seq., (hereinafter "Declaration") in the records of the Clerk
of the Superior Court of Camden County, Georgia, as supplemented by those particular
Supplemental Declarations of Covenants, Conditions and Restrictions for Sanctuary Cove at
St. Andrews Sound, recorded in Deed Book 1032, Page 247, and Deed Book 1049, Page
626, records of Camden County, Georgia; and

WHEREAS, pursuant to Article 15. GENERAL PROVISIONS. Paragraph 15.2.
Amendment, Subparagraph (a) By Declarant, the Declarant may unilaterally amend the
Declaration for any purpose, during the Class "B" membership, and

WHEREAS, pursuant to Article 3. Paragraph 3.2. Subparagraph (b) the Class B membership
period has not yet terminated,

NOW THEREFORE, pursuant to the authority granted in the Declaration and consistent with
the terms therein, Declarant hereby amends the Declaration as follows:

Article 10. "Use Restrictions" shall be modified to include the following subparagraphs:

10.20. Docks. No private docks or piers shall be permitted from any lots adjacent to the
Little Satilla River or the marsh. Furthermore, the pier and dock located on the Little
Satilla River at the *Sanctuary Cove Owner's Club and Amenities Area* may be used

1095 397

by watercraft for day-use only. No vessels may be moored or docked overnight or any permanent basis.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC

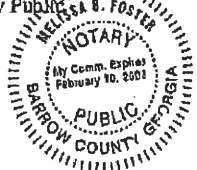
By:
As:

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

Unofficial Witness

Melissa Foster
Notary Public



NOV 22 2004
RECORDED *[Handwritten signature]*
DEPUTY CLERK SUPERIOR COURT (CAMDEN COUNTY, GEORGIA)

Handwritten mark

1130-586

After recording return to:

Courney S. Lewis
Morris/Hardwick/Schneider
81 Caurell Street
Winder, Georgia 30680

STATE OF GEORGIA
Camden County

OC4240

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 14 day of March 2005
at 10 o'clock a.m. and recorded
in Book No. 1010 Page 452-588
the 14 day of March 2005

[Signature]
DCSC

Clerk: Please Cross Reference to Deed
Book 1010, Page 452, Camden County,
Georgia

STATE OF GEORGIA

COUNTY OF BARROW

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS SUPPLEMENTAL DECLARATION is made this 14 day of March, 2005, by
Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company (hereinafter
referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants,
Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded
in Deed Book 1010, Page 452, et.seq., (hereinafter "Declaration") in the records of the Clerk
of the Superior Court of Camden County, Georgia, as supplemented by those particular
Supplemental Declarations of Covenants, Conditions and Restrictions for Sanctuary Cove at
St. Andrews Sound, recorded in Deed Book 1032, Page 247, and Deed Book 1049, Page
626, and Deed Book 1077, Page 642, records of Camden County, Georgia, and

WHEREAS, pursuant to Section 7.1 Annexation by Declarant, the Declarant may from time
to time unilaterally subject the property described in Exhibit B of the Declaration
("Additional Property"), to the provisions of the Declaration;

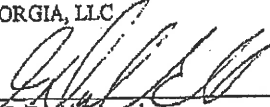
WHEREAS, Declarant is the owner of record of the property described in Exhibit A,
attached hereto, which is a portion of said Additional Property;

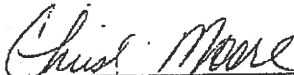
NOW THEREFORE, pursuant to the authority granted in the Declaration and consistent with
the terms therein, Declarant hereby subject the property described in Exhibit A, attached
hereto, to the provisions of the Declaration. Such property shall be conveyed, used,
developed, mortgaged, assigned, and otherwise encumbered, pursuant to the provisions of
said Declaration, which shall run with the title of said property and be binding upon all
persons having any interest in said property, as well as their successors and assigns.

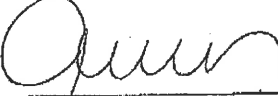
11307587

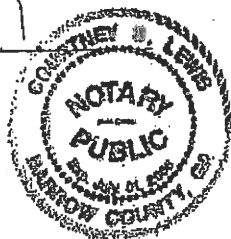
IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC


By: J. David Edwards
As: Manager


Unofficial Witness


Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1130588

Exhibit "A"

Additional Property

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden, Georgia, including all improvements, fixtures, rights, privileges, hereditaments, and appurtenances thereto belonging and being more particularly described on that certain Final Plat for Sanctuary Cove at St. Andrews Sound, Phase Six, Lots 1 - 48, as recorded in the public records of Camden County, Georgia, in Plat Drawer 17, Map No. 68.

And also:

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden, Georgia, including all improvements, fixtures, rights, privileges, hereditaments, and appurtenances thereto belonging and being more particularly described on that certain Final Plat for Sanctuary Cove at St. Andrews Sound, Phase Seven, Lots 1 - 126, as recorded in the public records of Camden County, Georgia, in Plat Drawer 18, Map No. 39-41.

RECORDED

APR 12 2005

DEPUTY CLERK SUPERIOR COURT

CAMDEN COUNTY, GEORGIA

After recording return to:

Courtney S. Lewis
Morris/Hardwick/Schneider
81 Church Street
Winder, Georgia 30680

Property number: 1177-598-600
Map Book No. 1177 Page 598-600
Office, S. 10th St. & 1st St. Winder, GA
the 20th day of August 2005
at 10:00 o'clock A.M. and recorded
in Book No. 1177 Page 598-600
the 20th day of August 2005
S. S. Lewis

011931

STATE OF GEORGIA
1177 598

DCSU Clerk: Please Cross Reference to Deed
Book 1010, Page 452, Camden County,
Georgia

COUNTY OF BARROW

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS SUPPLEMENTAL DECLARATION is made this 20th day of August, 2005, by
Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company (hereinafter
referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants,
Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded
in Deed Book 1010, Page 452, et seq., (hereinafter "Declaration") in the records of the Clerk
of the Superior Court of Camden County, Georgia, as supplemented by those particular
Supplemental Declarations of Covenants, Conditions and Restrictions for Sanctuary Cove at
St. Andrews Sound, recorded in Deed Book 1032, Page 247, and Deed Book 1049, Page
626, and Deed Book 1077, Page 642, records of Camden County, Georgia, and

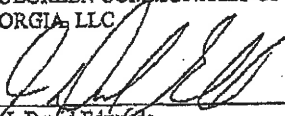
WHEREAS, pursuant to Section 7.1 Annexation by Declarant, the Declarant may from time
to time unilaterally subject the property described in Exhibit B of the Declaration
("Additional Property"), to the provisions of the Declaration;

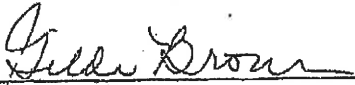
WHEREAS, Declarant is the owner of record of the property described in Exhibit A,
attached hereto, which is a portion of said Additional Property;

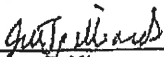
NOW THEREFORE, pursuant to the authority granted in the Declaration and consistent with
the terms therein, Declarant hereby subject the property described in Exhibit A, attached
hereto, to the provisions of the Declaration. Such property shall be conveyed, used,
developed, mortgaged, assigned, and otherwise encumbered, pursuant to the provisions of
said Declaration, which shall run with the title of said property and be binding upon all
persons having any interest in said property, as well as their successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC


By: J. David Edwards
As: Authorized Agent


Unofficial Witness


Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1177 600

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 33RD DISTRICT, G.M., OF CAMDEN COUNTY, GEORGIA, AND BEING LOTS 1 - 113, PHASE EIGHT, SANCTUARY COVE AT ST. ANDREWS SOUNDS, AS PER PLAT RECORDED IN PLAT DRAWER 18, MAPS 70 - 73, RECORDS OF CAMDEN COUNTY, GEORGIA, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

RECORDED

AUG 30 2005

DEPUTY CLERK SUPERIOR COURT

CAMDEN COUNTY, GEORGIA

Timothy Head

7/1/08

FILED
GWINN CO. CLERK'S OFFICE
2007 JUN 29 AM 8:54

BOOK PAGE
1364 00016

007810

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SANCTUARY RIVER CLUB AT ST. ANDREWS SOUND

2-27
Upon recording, please return to:
Morris/Hardwick/Schneider

81 Church Street
Winder, Georgia 30680

BOOK PAGE
1364 00017

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	1
1.1. <u>Additional Property</u>	1
1.2. <u>Adjacent Properties</u>	1
1.3. <u>ARB</u>	2
1.4. <u>Area of Common Responsibility</u>	2
1.5. <u>Articles of Incorporation or Articles</u>	2
1.6. <u>Association</u>	2
1.7. <u>Board of Directors or Board</u>	2
1.8. <u>Builder</u>	2
1.9. <u>By-Laws</u>	2
1.10. <u>Class "B" Control Period</u>	2
1.11. <u>Common Area</u>	2
1.12. <u>Common Expenses</u>	2
1.13. <u>Community-Wide Standard</u>	2
1.14. <u>Cost Sharing Agreement</u>	2
1.15. <u>Days</u>	3
1.16. <u>Declarant</u>	3
1.17. <u>Design Standards and Guidelines</u>	3
1.18. <u>Development Period</u>	3
1.19. <u>Exclusive Common Area</u>	3
1.20. <u>General Assessment</u>	3
1.21. <u>Governing Documents</u>	3
1.22. <u>Majority</u>	3
1.23. <u>Master Plan</u>	3
1.24. <u>Member</u>	3
1.25. <u>Mortgage</u>	3
1.26. <u>Mortgagee</u>	3
1.27. <u>Neighborhood</u>	4
1.28. <u>Neighborhood Assessments</u>	4
1.29. <u>Neighborhood Association</u>	4
1.30. <u>Neighborhood Expenses</u>	4
1.31. <u>Owner</u>	4
1.32. <u>Person</u>	4
1.33. <u>Private Amenity</u>	4
1.34. <u>Properties</u>	4
1.35. <u>Public Records</u>	4
1.36. <u>Special Assessment</u>	4
1.37. <u>Specific Assessment</u>	5
1.38. <u>Supplemental Declaration</u>	5
1.39. <u>Unit</u>	5
1.40. <u>Voting Delegate</u>	5
1.41. <u>Voting Group</u>	5
ARTICLE 2 PROPERTY RIGHTS	5
2.1. <u>Common Area</u>	5
2.2. <u>Exclusive Common Area</u>	6

BOOK PAGE

1364 00018

2.3.	<u>No Partition</u>	7
2.4.	<u>Condemnation</u>	7
ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS		7
3.1.	<u>Membership</u>	7
3.2.	<u>Voting</u>	7
3.3.	<u>Neighborhoods</u>	8
3.4.	<u>Voting Delegates</u>	9
3.5.	<u>Voting Groups</u>	10
ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION		11
4.1.	<u>Function of Association</u>	11
4.2.	<u>Personal Property and Real Property for Common Use</u>	11
4.3.	<u>Enforcement</u>	11
4.4.	<u>Implied Rights; Board Authority</u>	12
4.5.	<u>Governmental Interests</u>	12
4.6.	<u>Indemnification</u>	12
4.7.	<u>Dedication of or Grant of Basement on Common Area</u>	13
4.8.	<u>Security</u>	13
4.9.	<u>Street Lighting Agreement</u>	13
4.10.	<u>Presence and Management of Wildlife</u>	13
ARTICLE 5 MAINTENANCE		14
5.1.	<u>Association's Responsibility</u>	14
5.2.	<u>Owner's Responsibility</u>	15
5.3.	<u>Neighborhood's Responsibility</u>	16
5.4.	<u>Standard of Performance</u>	16
5.5.	<u>Party Walls and Similar Structures</u>	16
5.6.	<u>Cost Sharing Agreements</u>	16
ARTICLE 6 INSURANCE AND CASUALTY LOSSES		17
6.1.	<u>Association Insurance</u>	17
6.2.	<u>Owners' Insurance</u>	20
6.3.	<u>Limitation of Liability</u>	20
ARTICLE 7 ANNEXATION AND WITHDRAWAL OF PROPERTY		21
7.1.	<u>Annexation by Declarant</u>	21
7.2.	<u>Annexation by Membership</u>	21
7.3.	<u>Withdrawal of Property</u>	21
7.4.	<u>Additional Covenants and Basements</u>	22
7.5.	<u>Amendment</u>	22
ARTICLE 8 ASSESSMENTS		22
8.1.	<u>Creation of Assessments</u>	22
8.2.	<u>Declarant's Obligation for Assessments</u>	23
8.3.	<u>Computation of General Assessment</u>	23
8.4.	<u>Computation of Neighborhood Assessments</u>	24
8.5.	<u>Reserve Budget and Capital Contribution</u>	24
8.6.	<u>Special Assessments</u>	25
8.7.	<u>Specific Assessments</u>	25
8.8.	<u>Lien for Assessments</u>	25

BOOK PAGE

1364 00019

8.9.	<u>Date of Commencement of Assessments</u>	26
8.10.	<u>Exempt Property</u>	26
8.11.	<u>Capitalization of Association</u>	26
ARTICLE 9 ARCHITECTURAL REVIEW BOARD AND DESIGN STANDARDS		27
9.1.	<u>General</u>	27
9.2.	<u>Architectural Review and Approval</u>	27
9.3.	<u>Guidelines and Procedures</u>	28
9.4.	<u>Architect, Builder and General Contractor Approval</u>	29
9.5.	<u>Specific Standards and Guidelines and Restrictions</u>	29
9.6.	<u>No Waiver of Future Approvals</u>	31
9.7.	<u>Variance</u>	31
9.8.	<u>Limitation of Liability</u>	32
9.9.	<u>Enforcement</u>	32
ARTICLE 10 USE RESTRICTIONS		33
10.1.	<u>General</u>	33
10.2.	<u>Rules and Regulations</u>	33
10.3.	<u>Residential Use</u>	33
10.4.	<u>Vehicles</u>	33
10.5.	<u>Leasing</u>	34
10.6.	<u>Occupants Bound</u>	34
10.7.	<u>Animals and Pets</u>	34
10.8.	<u>Nuisance</u>	35
10.9.	<u>Streams</u>	35
10.10.	<u>Drainage and Grading</u>	35
10.11.	<u>Driveway Endwalls</u>	35
10.12.	<u>Sight Distance at Intersections</u>	36
10.13.	<u>Storage of Materials, Garbage, Dumping, Etc</u>	36
10.14.	<u>Subdivision of Unit</u>	36
10.15.	<u>Firearms</u>	36
10.16.	<u>Combustible Liquid</u>	36
10.17.	<u>Completion of Construction; Occupancy of Unfinished Units</u>	37
10.18.	<u>Lakes, Ponds and Streams</u>	37
10.19.	<u>Irrigation Systems and Wells</u>	37
10.20.	<u>Artificial Vegetation</u>	37
10.21.	<u>Lake Docks</u>	37
10.22.	<u>Marsh and River Docks</u>	37
10.23.	<u>Fishing</u>	367
10.24.	<u>Personal Property</u>	37
10.25.	<u>First Floor Elevation</u>	37
ARTICLE 11 EASEMENTS		38
11.1.	<u>Easements of Encroachment</u>	38
11.2.	<u>Easements for Utilities, Etc</u>	38
11.3.	<u>Easement for Slope Control, Drainage and Waterway Maintenance</u>	39
11.4.	<u>Easements to Serve Additional Property</u>	39
11.5.	<u>Easement for Entry</u>	39
11.6.	<u>Easements for Maintenance and Enforcement</u>	40
11.7.	<u>Easements for Lake and Pond Maintenance and Flood Water</u>	40
11.8.	<u>Lateral Support</u>	41

BOOK PAGE
1364 00020

11.9.	<u>Easements for Private Amenities</u>	41
11.10.	<u>Easement for Special Events</u>	41
11.11.	<u>Rights to Stormwater Runoff, Effluent and Water Reclamation</u>	42
11.12.	<u>Liability for Use of Easements</u>	42
ARTICLE 12 MORTGAGEE PROVISIONS		42
12.1.	<u>Notices of Action</u>	42
12.2.	<u>No Priority</u>	42
12.3.	<u>Notice to Association</u>	43
12.4.	<u>Failure of Mortgagee to Respond</u>	43
12.5.	<u>Construction of Article 12</u>	43
ARTICLE 13 DECLARANT'S RIGHTS		43
13.1.	<u>Transfer or Assignment</u>	43
13.2.	<u>Development and Sales</u>	43
13.3.	<u>Improvements to Common Areas</u>	43
13.4.	<u>Additional Covenants</u>	44
13.5.	<u>Right of Class "B" Member to Disapprove Actions</u>	44
ARTICLE 14 PRIVATE AMENITIES		45
14.1.	<u>General</u>	45
14.2.	<u>Conveyance of Private Amenities</u>	45
14.3.	<u>View Impairment</u>	45
14.4.	<u>Cost Sharing Agreements</u>	45
14.5.	<u>Architectural Control</u>	45
14.6.	<u>Use Restrictions</u>	46
14.7.	<u>Limitations on Amendments</u>	46
14.8.	<u>Jurisdiction and Cooperation</u>	46
ARTICLE 15 GENERAL PROVISIONS		46
15.1.	<u>Duration</u>	46
15.2.	<u>Amendment</u>	47
15.3.	<u>Severability</u>	47
15.4.	<u>Dispute Resolution</u>	47
15.5.	<u>Litigation</u>	48
15.6.	<u>Non-Merger</u>	48
15.7.	<u>Grants</u>	48
15.8.	<u>Cumulative Effect; Conflict</u>	48
15.9.	<u>Use of the Words " Sanctuary River Club at St. Andrews Sound"</u>	48
15.10.	<u>Compliance</u>	49
15.11.	<u>Right of First Refusal</u>	49
15.12.	<u>Exhibits</u>	50

BOOK PAGE
1364 00021

TABLE OF EXHIBITS

Exhibit	Subject Matter
"A"	Land Initially Submitted
"B"	By-Laws

BOOK PAGE
1364 00022

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SANCTUARY RIVER CLUB AT ST. ANDREWS SOUND

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the date on the signature page hereof by Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company originated in Georgia. (the "Declarant").

Declarant is the owner of the real property described in Exhibit "A," which is attached and incorporated by reference. This Declaration imposes upon the Properties (as defined in Article 1 below) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Sanctuary River Club at St. Andrews Sound Community Association, Inc. to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the By-Laws, and the Design Standards and Guidelines (as these terms are defined below).

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article 1 below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

This document does not and is not intended to create a condominium within the meaning of O.C.G.A. §44-3-70, et seq., nor a property owners' development within the meaning of O.C.G.A. §44-3-220, et seq.

ARTICLE 1
DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. Additional Property. Any real property is subject to annexation to the terms of this Declaration in accordance with Article 7.

1.2. Adjacent Properties. Any residential, nonresidential, or recreational areas, including without limitation single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas and Private Amenities, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to this Declaration; and which are neither Units nor Common Area as defined in this Declaration.

BOOK PAGE
1364 00023

- 1.3. ARB. The Architectural Review Board, as described in Article 9.
- 1.4. Area of Common Responsibility. The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement. The Area of Common Responsibility shall include any real property and improvements which are designated as areas to be maintained by the Association on a recorded subdivision plat for any portion of the Properties.
- 1.5. Articles of Incorporation or Articles. The Articles of Incorporation of Sanctuary River Club at St. Andrews Sound Community Association, Inc., as filed with the Secretary of State of the State of Georgia.
- 1.6. Association. Sanctuary River Club at St. Andrews Sound Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- 1.7. Board of Directors or Board. The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Georgia corporate law.
- 1.8. Builder. Any Person who purchases one or more Units for the purpose of constructing improvements for later sale to consumers or purchases one or more parcels of land within the Properties for further development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Unit for residential purposes shall cease to be considered a Builder with respect to such Unit immediately upon occupancy of the Unit for residential purposes, notwithstanding that such Person originally purchased the Unit for the purpose of constructing improvements for later sale to consumers.
- 1.9. By-Laws. The By-Laws of Sanctuary River Club at St. Andrews Sound Community Association, Inc., attached as Exhibit "B", as they may be amended.
- 1.10. Class "B" Control Period. The period of time during which the Class "B" Member is entitled to appoint a Majority of the members of the Board of Directors as provided in Section 3.2.
- 1.11. Common Area. All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.
- 1.12. Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.
- 1.13. Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.
- 1.14. Cost Sharing Agreement. Any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Properties, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.

BOOK PAGE
1364 00024

1.15. Days. Calendar Days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1.16. Declarant. Bluegreen Communities of Georgia, LLC, a Georgia limited liability company originated in Georgia, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.17. Design Standards and Guidelines. The design and construction standards and guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article 9.

1.18. Development Period. The period of time during which the Declarant owns any property which is subject to this Declaration, any Additional Property, or any Private Amenity, or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1.

1.19. Exclusive Common Area. A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Neighborhoods or Units, as more particularly described in Article 2.

1.20. General Assessment. Assessments levied on all Units subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Units, as more particularly described in Sections 8.1 and 8.3.

1.21. Governing Documents. The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, the Design Standards and Guidelines and rules of the Association, or any of the above, as each may be amended from time to time.

1.22. Majority. Those votes, Owners, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

1.23. Master Plan. The land use plan or development plan for Sanctuary River Club at St. Andrews Sound, prepared by the surveying and planning firm of Jackson Surveying, Inc., Brunswick Georgia, as such plan may be amended from time to time, which includes the property described on Exhibit "A" that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, from the Master Plan, nor bar its later annexation in accordance with Article 7.

1.24. Member. A Person entitled and subject to membership in the Association pursuant to Section 3.2.

1.25. Mortgage. A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit.

1.26. Mortgagee. A beneficiary or holder of a Mortgage.

BOOK PAGE

1364 00025

1.27. Neighborhood. A separately developed area within the Properties, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Units may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family attached or detached housing development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee, if any, (established in accordance with the By-Laws) or Neighborhood Association if any, (as defined below) having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in Section 3.3.

1.28. Neighborhood Assessments. Assessments levied against the Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Sections 8.1 and 8.4.

1.29. Neighborhood Association. Any owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.30. Neighborhood Expenses. The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Units within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood(s).

1.31. Owner. One or more Persons who hold the record title to any Unit, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is owned by more than one Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.32. Person. A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.33. Private Amenity. Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, designated by the Declarant and which are owned and operated, in whole or in part, by Persons other than the Association for recreational or other purpose. The use of the term "Private Amenity" shall not be construed to imply or require a private club. Private Amenities may be operated on a daily fee, use fee, public, or private basis or otherwise, and may include, without limitation, any golf course(s), so located and all related and supporting facilities and improvements. Sanctuary River Club at St Andrews Sound is hereby designated as a Private Amenity and Declarant reserves the right to designate additional Private Amenities in its sole discretion.

1.34. Properties. The real property described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article 7.

1.35. Public Records. All records filed in the Office of the Clerk of the Superior Court of Camden County, Georgia.

1.36. Special Assessment. Assessments levied in accordance with Section 8.6.

BOOK PAGE
1364 00026

1.37. Specific Assessment. Assessments levied in accordance with Section 8.7.

1.38. Supplemental Declaration. An instrument filed in the Public Records which subject's additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.39. Unit. A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted units, as well as vacant land intended for development as such, but shall not include Common Area, common property owned by any Neighborhood Association, or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Unit until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.40. Voting Delegate. Any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Units in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Delegate" shall also refer to any alternate Voting Delegate acting in the absence of a Voting Delegate and any Owner personally casting the vote for his or her Unit pursuant to Section 3.4.

1.41. Voting Group. One (1) or more Voting Delegates who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Section 3.5 of this Declaration or, if the context so indicates, the group of Class "A" Members whose Units are represented thereby.

ARTICLE 2 PROPERTY RIGHTS

2.1. Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Unit, subject to:

- (a) This Declaration and all Governing Documents;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

BOOK PAGE

1364 00027

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 4.3;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(f) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;

(g) The right of the Board and the Declarant to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any, established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.2; and

(j) The right of the Declarant to conduct activities within the Common Area, such as tournaments, charitable events, and promotional events and to restrict Owners from using the Common Area during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Owners' use and enjoyment of the Common Area and shall not exceed seven consecutive Days.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights appurtenant to the leased Unit to the lessee of such Unit.

2.2. Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Units or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, roads, landscaped medians and cul-de-sacs, ponds, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Units to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable.

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association or in this Declaration or any Supplemental Declaration and/or on the subdivision plat relating to such Common Area; provided however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Units and/or Neighborhoods during the Development Period. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of particular Units or a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon approval of the Board and the vote of a Majority of the total Class "A" votes in the Association, including, if applicable, a Majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Area is assigned, if previously assigned, and within the Neighborhood(s) to which the Exclusive Common Area is to be assigned or reassigned.

BOOK PAGE
1364 00028

The Association may, upon approval of a Majority of the Class "A" votes within the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Units in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable use fees, which fees shall be used to offset the Neighborhood Expenses or Specific Assessments attributable to such Exclusive Common Area.

2.3. No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

2.4. Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least 67% of the total Class "A" votes in the Association and the written consent of the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 Days after such taking the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant, and at least 67% of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every Owner of a Unit shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all Persons shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2(d) and in the By-Laws. The membership rights of any Member which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by any individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Association.

3.2. Voting. The Association shall have two classes of membership, Class "A" and Class "B" as set forth below.

(a) Class "A." Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 3.1; provided however, there shall be only one vote per Unit and no vote

BOOK PAGE
1364 00029

shall be exercised for any property which is exempt from assessment under Section 8.10. All Class "A" votes shall be cast as provided in Section 3.2(d) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. The Class "B" Member may appoint a Majority of the members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:

- (i) when 90% of the total number of Units permitted by the Master Plan for the property described on Exhibits "A" and have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders; or
- (ii) December 31, 2027; or
- (iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Public Records.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the By-Laws. The Class "B" membership shall terminate upon the earlier of:

- (i) two years after expiration of the Class "B" Control Period; or
- (ii) When, in its discretion, the Declarant so determines and declares in a written instrument executed by Declarant and recorded in the Public Records.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

(c) Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Units within any additional property made subject to this Declaration pursuant to Article 7, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(d) Exercise of Voting Rights by Class "A" Members. If there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. No vote shall be exercised on behalf of any Unit if any assessment for such Unit is delinquent. If Voting Delegates have been elected pursuant to Section 3.4, the vote for each Unit owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Unit is a part, as provided in such Section.

3.3. Neighborhoods. Every Unit shall be located within a Neighborhood; provided however, unless and until additional Neighborhoods are established, the Properties shall consist of one Neighborhood. The Declarant, in its sole discretion, may establish Neighborhoods within the Properties by designation on Exhibit "A" to this Declaration, a Supplemental Declaration, or a plat. During the Development Period, the Declarant may unilaterally amend this Declaration or any Supplemental

BOOK PAGE

1364 00030

Declaration from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood.

The Owner(s) of a Majority of the total number of Units within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Units to be included within the proposed Neighborhoods. Such petition shall be deemed granted 30 Days following the filing of all required documents with the Board unless the Board of Directors denies such application in writing within such 30 Day period. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association and shall be maintained as long as this Declaration is in effect.

The Units within a particular Neighborhood may be subject to additional covenants and/or the Unit Owners may be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except as required by law. Any Neighborhood which does not have a Neighborhood Association may, but shall not be obligated to, elect a Neighborhood Committee, as described in the By-Laws, to represent the interests of Owners of Units in such Neighborhood.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a Majority of the Units within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Unit to all Neighborhoods receiving the same service), shall be assessed against the Units within such Neighborhood as a Neighborhood Assessment pursuant to Article 8 hereof.

3.4. Voting Delegates. The Owners within each Neighborhood may elect a Voting Delegate who shall be responsible for casting all votes attributable to Units owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. In addition, each Neighborhood may elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate. No Person shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for such Person's Unit is delinquent.

If Voting Delegates and alternate Voting Delegates will be elected, elections shall take place on an annual basis, either by written ballot cast by mail or at a meeting of the Class "A" Members within each Neighborhood, as the Board determines; provided however, upon written petition signed by Class "A" Members holding at least ten percent (10%) of the votes attributable to Units within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least ten percent (10%) of the total Class "A" votes attributable to Units in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board in its sole discretion shall determine whether Voting Delegates shall be elected for each Neighborhood; provided however, all Neighborhoods which are similarly situated shall be treated the same. If Voting Delegates will be elected for a Neighborhood, the Board shall send notice of the election to all Owners within the Neighborhood; provided however, the first election of a Voting Delegate

BOOK PAGE

1364 00031

for any Neighborhood shall not be held until at least fifty percent (50%) of the Units planned for such Neighborhood have been conveyed to Persons other than Builders.

Subsequent elections within each Neighborhood shall be held annually. Each Class "A" Member who owns a Unit within the Neighborhood shall be entitled to cast one (1) equal vote per Unit owned. The candidate who receives the greatest number of votes shall be elected as Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall serve a term of one (1) year and until their successors are elected.

Any Voting Delegate or alternate Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owners of a Majority of the total number of Units owned by Class "A" Members in the Neighborhood which the Voting Delegate or alternate Voting Delegate represents. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Units in such Voting Delegate's Neighborhood if any assessment for such Voting Delegate's Unit is delinquent. Upon removal of a Voting Delegate or an alternate, a successor shall be elected by the Owners of Units within the Neighborhood to fill the vacancy for the remainder of such delegate's term.

Until such time as the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Units on any issue requiring a vote of the Voting Delegates under this Declaration, the By-Laws, or the Articles.

Prior to taking a vote on any issue requiring membership approval, the Association shall distribute proxies to all Members represented by Voting Delegates allowing each Member to direct in writing how such Member's vote is to be cast with respect to such issue by the Voting Delegate who represents him or her. The Voting Delegates shall be required to cast all votes for which specific proxies are returned in the manner directed in such proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing additional procedures for polling Members.

3.5. Voting Groups. The Declarant may designate Voting Groups consisting of one (1) or more Neighborhoods for the purpose of electing directors to the Board. The designation of Voting Groups, if any, shall be to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Delegates representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. The number of Voting Groups within the Properties shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the By-Laws. The Voting Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in the By-Laws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the Public Records a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Units within each Voting Group can easily be determined. Such designation may be unilaterally amended from time to time by the Declarant during the Development Period.

After expiration of the Declarant's right to amend any designation of Voting Groups as provided above, the Board shall have the right to file or amend any Supplemental Declaration for the purpose of

BOOK PAGE
1364 00032

designating Voting Groups. Neither recordation nor amendment of such Supplemental Declaration shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this Section. Until such time as Voting Groups are established, all of the Properties shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of the Properties which are not assigned to a specific Voting Group shall constitute a single Voting Group.

ARTICLE 4
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 10. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Standards and Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

4.2. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibits "A" or "B," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

4.3. Enforcement. The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Sections 3.10 and 3.15 of the By-Laws. Such sanctions may include, without limitation:

- (a) imposing monetary fines which shall constitute a lien upon the Unit of the violator (In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);
- (b) filing liens in the Public Records for nonpayment of any assessments or fees;
- (c) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;
- (d) suspending an Owner's right to vote;

BOOK PAGE
1364 00033

(e) suspending any Person's right to use any recreational facilities within the Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(f) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 Days delinquent in paying any assessment or other charge owed to the Association; and

(g) levying Specific Assessments to cover costs incurred in bringing a Unit into compliance in accordance with Section 8.7(c).

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by entering the Unit and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

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

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5. Governmental Interests. During the Development Period, the Declarant may designate sites within the Properties for public or quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner consents.

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

BOOK PAGE
1364 00034

reason of being or having been an officer, director, ARB member, consultant or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Georgia law.

The officers, directors, ARB members, consultant and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, ARB members, consultant and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, ARB members, consultant or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member, consultant and other committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member, consultant or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.7. Dedication of or Grant of Easement on Common Area. The Declarant or the Association may dedicate portions of the Common Area to Camden County, Georgia, or to any other local, state, or federal governmental or quasi-governmental entity or private utility provider.

4.8. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

4.9. Street Lighting Agreement. Declarant reserves the right to subject the Properties to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by each Owner or the Association. All street lights shall be installed or aimed so as to minimize the potential for either a disabling glare to drivers or pedestrians or a nuisance glare to neighboring properties.

4.10. Presence and Management of Wildlife. Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas. Such areas may contain wildlife, including without limitation, deer and raccoons. Neither the Association, the Board, the original Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and occupant of a Unit and each tenant, guest and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of wildlife and further acknowledges that the

BOOK PAGE
1364 00035

Association, the Board, the original Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the presence of wildlife.

The Declarant, acting in its sole absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, this includes the right to manage and control any populations of deer, raccoons, and other wildlife through a variety of techniques, including organized hunting, shooting and trapping. The Declarant hereby reserves the right to assign these management rights to the Association.

ARTICLE 5 MAINTENANCE

5.1. Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

- (i) Common Area;
- (ii) all landscaping and other flora, parks, sidewalks, ponds, structures, and improvements, including any entry features, and pedestrian pathways/trails, situated upon the Common Area;
- (iii) all furnishings, equipment and other personal property of the Association;
- (iv) any street trees, landscaping and other flora, buffers (unless such areas are maintained by the owner of the Private Amenity), parks, sidewalks and pedestrian pathways/trails, structures and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;
- (v) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association;
- (vi) all streams and/or wetlands located within the Properties which serve as part of the drainage and stormwater retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith unless such facilities are located within a Private Amenity and are maintained by the owner of the Private Amenity; and
- (vii) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the

BOOK PAGE
1364 00036

Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. For example, the Association may maintain any fence, wall, entry feature or sign serving to enhance or designate the entry to Sanctuary River Club at Saint Andrews Sound regardless that such improvements are not located within the Common Area or the Properties.

(b) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (a) such maintenance responsibility is otherwise assumed by or assigned to an Owner, a Neighborhood Association or the owner of a Private Amenity or (b) such property is dedicated to any other local, state or federal governmental or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(c) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members holding 67% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any Cost Sharing Agreements, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Units to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(e) The Association may mow and maintain on each unimproved Unit any grass or other vegetation within that portion of the Unit located between the unit boundary adjacent to the street to the rear property line. For purposes of this section, unimproved Unit shall mean a Unit without a dwelling.

5.2. Owner's Responsibility. Each Owner shall maintain his or her Unit, including all structures, debris removal, parking areas, landscaping and other flora and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. With respect to any Unit upon which a dwelling has not yet been constructed, such maintenance responsibility shall include, but is not limited to, the removal of debris, all litter and trash and lot mowing on a regular basis. Each Owner shall also maintain all landscaping, irrigation and other improvements in the right-of-way immediately adjacent to the Owner's Unit to the back of curb or road paving, edge of water, lakes or marsh. In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the

BOOK PAGE

1364 00037

Association against the Unit and the Owner in accordance with Section 8.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3. Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Units within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads; provided however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association having responsibility for maintenance within a particular Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs as a Specific Assessment against all Units within such Neighborhood as provided in Section 8.7.

5.4. Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association, any Owner nor any Neighborhood Association shall be liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5. Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units which serves and/or separates any two adjoining Units shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure shall restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.6. Cost Sharing Agreements. The Association may enter into Cost Sharing Agreements with the owners or operators of portions of the Adjacent Properties:

BOOK PAGE

1364 00038

(a) to obligate the owners or operators of such Adjacent Properties to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such Adjacent Properties and the owners within the Properties;

(b) to permit the use of any recreational and other facilities located on such Adjacent Properties by the Owners of all Units or by the Owners of Units within specified Neighborhoods; and/or

(c) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such Adjacent Properties, if any, which are used by or benefit jointly the owners of such Adjacent Properties and the owners within the Properties.

The owners of such Adjacent Properties shall not be Members of the Association and shall not be entitled to vote on any Association matter.

The owners of such Adjacent Properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such Adjacent Properties, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The owners of the Adjacent Properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

ARTICLE 6 INSURANCE AND CASUALTY LOSSES

6.1. Association Insurance.

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

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

BOOK PAGE

1364 00039

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual General Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance, and building ordinance coverage.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 3.3. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Unit insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Units within the benefitted Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in Camden County, Georgia.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association upon request.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 8.7.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

BOOK PAGE
1364 00040

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and the Owners. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Units within the Neighborhood and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement; and

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(vi) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(vii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(viii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(ix) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(x) an endorsement requiring at least 30 Days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(xi) a cross liability provision; and

(xii) a provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. Immediately after damage or destruction to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless at least 67% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 Days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-Day period, then the period

BOOK PAGE
1364 00041

shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2. Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Unit is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Unit and the Owner thereof pursuant to Section 8.7.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. The ARB shall have the authority to establish time periods for commencing and completing any repair or reconstruction. Alternatively, the Owner shall clear the Unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property were a Unit. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Units within such Neighborhood and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

6.3. Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any member of a Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests,

BOOK PAGE

1364 00042

invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Units.

Each Owner, by virtue of the acceptance of title to his or her Unit, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

ARTICLE 7
ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1. Annexation by Declarant. Until 20 years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibit "A" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever.

7.2. Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members representing a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the written consent of the Declarant during the Development Period.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period, for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for the Properties. By way of example, and not limitation, of the foregoing, a removal of property for the purpose of (i) adjusting boundary lines, (ii) complying with any applicable governmental statute, rule, regulation or judicial determination, (iii) enabling any reputable title insurance company to issue title coverage regarding the Properties or on any portion thereof, (iv) enabling any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units, (v) satisfying the requirements of any local, state or federal governmental agency, or (vi) exempting any tracts of land, either designated now or in the future for nonresidential development, from the provisions of this Declaration, shall be deemed as a permissible

BOOK PAGE
1364 00043

withdrawal which is not inconsistent with the overall uniform scheme of development. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

7.4. Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.5. Amendment. This Article shall not be amended during the Development Period without the prior written consent of Declarant.

ARTICLE 8 ASSESSMENTS

8.1. Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefitting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 8.6; and (d) Specific Assessments as described in Section 8.7. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and fees, together with interest, late charges, costs of collection, and reasonable attorneys fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8.8. Each such assessment, together with interest, late charges, costs, and reasonable attorneys fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any

BOOK PAGE
1364 00044

assessment or installment thereof shall be considered delinquent on the 15th day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2. Declarant's Obligation for Assessments. During the Class "B" Control Period, Declarant may annually elect either to pay an amount equal to regular assessments on all of its unsold Units or to pay the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 Days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these.

8.3. Computation of General Assessment. At least 60 Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.5.

General Assessments shall be levied equally against all Units subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Units reasonably anticipated to become subject to assessment during the fiscal year.

During the Class "B" Control Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials (in addition to any amounts paid by Declarant under Section 8.2), which may be treated as either a contribution or an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years and the treatment of such payment shall be made known to the membership, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting of Members representing at least 67% of the total Class "A" votes in the Association and by the Declarant,

BOOK PAGE

1364 00045

during the Development Period. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 20 Days after delivery of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board shall send a copy of the revised budget to each Owner at least 30 Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.4. Computation of Neighborhood Assessments. At least 60 Days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of Owners in accordance with Section 3.3(a), any additional costs shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Units within the Neighborhood(s) benefitted thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least 30 Days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by Owners of a Majority of the Units in the Neighborhood to which the Neighborhood Assessment applies and by the Declarant, during the Development Period. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least 10% of the Units in such Neighborhood. This right to disapprove shall only apply to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the Owners within any Neighborhood disapprove any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board fails for any reason to determine a Neighborhood budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.5. Reserve Budget and Capital Contribution. The Board, in its sole discretion, may annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the budget a capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the reserve budget, with respect both to amount and timing by annual General Assessments or Neighborhood Assessments, as appropriate, over the budget period.

BOOK PAGE

1261 00046

8.6. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Units, if such Special Assessment is for Common Expenses, or against the Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Units subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting of Members representing at least 67% of the total Class "A" votes allocated to Units which will be subject to such Special Assessment and by the Declarant during the Development Period. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 20 Days after delivery of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.7. Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit or Units as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one or more Units; and

(c) to cover costs incurred in bringing the Unit(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c).

The Association may also levy a Specific Assessment against the Units within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules; provided however, the Board shall give prior written notice to the Owners of Units in the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

8.8. Lien for Assessments. The Association shall have a lien against each Unit to secure payment of assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as the Board may establish (subject to the limitations of Georgia law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Declarant or the Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each

BOOK PAGE
1364 00047

other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Unit owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.9, including such acquirer, its successors and assigns.

All other Persons acquiring liens or encumbrances on any Unit after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.9. Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the date that such Unit is conveyed to a person or a Builder. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of Days remaining in the calendar year. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.10. Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

- (a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1;
- (b) Any property dedicated to and accepted by any governmental authority or public utility; and
- (c) Property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common.

8.11. Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Declarant, a capital contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two hundred dollars per Unit for that year. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment. This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Unit to the first owner, the capital contribution shall be paid immediately upon demand by the Association. Capital contributions shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

BOOK PAGE
1364 00048

ARTICLE 9
ARCHITECTURAL REVIEW BOARD AND DESIGN STANDARDS

9.1. General. The Architectural Review Board ("ARB") shall administer and perform the architectural review and control functions under this Article.

The ARB members, which need not be Member of the Association or representatives of Members, may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB.

9.2. Architectural Review and Approval. No Dwelling Unit, landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed, installed or maintained upon any Unit or anywhere within the Property, nor shall any addition, change or alterations therein or thereof be made, including repainting of exterior to different color (all of the foregoing are jointly and severally referred to as "Proposed Improvements"), unless and until the plans, specifications and location of the Proposed Improvements shall have been submitted to, and approval in writing by the ARB. All plans and specifications for Proposed Improvements shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

Each owner shall supply preliminary and completed plans and specifications to the ARB and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. Any change or modification to approved plans shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting the change or modification.

Any Owner may remodel, paint or redecorate the interior of structures on his Unit without approval. However, modifications to the interior of porches, screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to review for approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless Declarant or its designee approves otherwise in its sole discretion.

This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarant's written consent.

The ARB shall have exclusive jurisdiction over all construction on any portion of the Properties. Until 100% of the Properties have been developed and conveyed to Owners other than Builders, and initial construction on each Unit has been completed in accordance with the Design Standards and Guidelines. The Declarant retains the right to appoint all members of the ARB which may consist of one or more persons, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARB who shall thereafter serve and may be removed the Board's discretion.

BOOK PAGE
1364 00049

The ARB may establish and charge reasonable fee for review of applications hereunder and requires such fees to be paid in full prior to review of any application. Such fees may include the reasonable cost incurred by the ARB in having any application reviewed by architects, engineers or other professionals.

All decisions of the ARB shall be final.

9.3. Guidelines and Procedures.

(a) Design Standards and Guidelines. The Declarant shall prepare the initial Design Standards and Guidelines for the Properties. The Design Standards and Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Standards and Guidelines may impose stricter requirements on those portions of the Properties adjacent to or visible from any Private Amenity or any lake, pond, river, stream or other body of water. The Design Standards and Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Standards and Guidelines are not the exclusive basis for decisions of the committees and compliance with the Design Standards and Guidelines does not guarantee approval of any application.

The ARB shall adopt the Design Standards and Guidelines prior to closing on the first Unit and thereafter shall have sole and full authority to amend them. Any amendments to the Design Standards and Guidelines shall be prospective only and shall not require modifications to or removal of structures or improvements previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Standards and Guidelines. The ARB shall make the Design Standards and Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(b) Procedures. Plans, drawings, details and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ARB for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as required by the ARB and the Design Standards and Guidelines. In reviewing each submission; the ARB may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions of the ARB may be based solely on aesthetic considerations and may not be approved if in the sole judgement of the ARB, it's overall aesthetic impact is unacceptable. Each Owner acknowledges that opinions on aesthetic matters may be subjective.

In the event that the ARB fails to approve or to disapprove any application within 30 days after submission of all information and materials reasonably requested, the application shall be deemed not approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Standards and Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 9.8.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. Any exemptions must be in writing

BOOK PAGE
1364 00050

9.4. Architect, Builder and Contractor Approval. All architects, builders and contractors must be approved by the ARB prior to engaging in any construction activities. The ARB may implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of architects, builders and contractors may not be construed as a recommendation of a specific architect, builder or contractor by the ARB or the Declarant, nor a guarantee or endorsement of the work of such architect, builder or contractor. Once approved (unless such approval is withdrawn by the ARB), an approved architect, builder or contractor shall not be required to re-submit to the approval process.

9.5. Specific Standards and Guidelines.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, tree removal, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory structure; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and similar sports and play equipment; garbage cans; wood piles; swimming pools; gazebos or playhouses; hot tubs; solar panels; antennas; satellite dishes, docks or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the ARB shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the ARB. The ARB may, but is not required to, adopt specific guidelines as part of the Design Standards and Guidelines or rules and regulations which address the following items.

(i) Signs. All signs, billboards and advertising structures of any kind, including, but not limited to, signs advertising a home for sale or lease, are prohibited except for the specific signs approved by the ARB from time to time. The foregoing restrictions shall not apply to any signs erected by or on behalf of the Declarant or its specified assigns or agents with respect to the sale, construction or marketing of the property.

With ARB approval, a "For Sale" sign may be permitted on units with an existing house or on units with a house under construction. No sign will be permitted on vacant lots. "For Lease" or "For Rent" signs are not permitted. The only permitted "For Sale" sign is outlined in the Design Standards and Guidelines.

The Declarant and the ARB reserve the right to approve or prohibit signs and to restrict the size, content, color, lettering, design and placement of any sign. All authorized signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing, construction and development of the Properties, including, without limitation, "for sale" signs installed by Declarant and Builder signs installed in accordance with the Design Standards and Guidelines.

(ii) Tree Removal. No tree four (4) inches or more in diameter measured at a point two feet above the ground at the base may be removed without the specific prior written approval of the

BOOK PAGE
1364 00051

ARB. Violation of this covenant shall subject the owner of the unit to liquidated damages in the sum of \$2,000.00 for each tree removed without the specific authorization of the ARB. The maximum liquidated damages shall not exceed \$20,000.00 for any, which damages shall be payable to the ARB.

(iii) Lighting. All exterior lighting shall be submitted for review and approval by the ARB prior to installation. Exterior lighting visible from a public street shall not be permitted except for: (1) approved lighting as originally installed on a Unit; (2) one approved decorative post light; (3) landscape lighting; (4) porch lighting (5) street lights in conformity with an established street lighting program for the Properties; (6) seasonal decorative lights during the usual and common season. All approved lights shall be installed or aimed so as to minimize the potential for a disabling glare to drivers or pedestrians or a nuisance glare to neighboring properties.

(iv) Temporary or Detached Structures. Except as may be permitted by the Declarant during initial construction, or the ARB thereafter, no temporary recreational vehicle, camper, trailer, modular homes, house, dwelling, garage, barn, tent or out building shall be placed or erected on any Unit.

No mobile home, trailer home, travel trailer, recreational vehicle or camper shall be stored, parked or otherwise allowed to be placed on a Unit except in a garage. All vehicles shall be subject to the restrictions set forth in Section 10.4 of the Declaration.

In addition, no modular home or manufactured home shall be placed, erected, constructed or permitted within the Properties. "Modular home and manufactured home" shall include, without limitation, any prefabricated or pre-build dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction. The unauthorized placement of prefabricated and transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector shall not exempt such structure from this prohibition. All structures, such as sheds and gazebos, must be submitted for review by the ARB in strict accordance with Article 9 of the Declaration.

(v) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(vi) Standard Mailboxes. The ARB reserves the right to approve the style, design, materials, color and location prior to any original installation or replacement of any mailbox and shall require the installation of a standard mailbox which may vary from one Neighborhood to another. Application shall be made to the ARB prior to installation or replacement. By accepting a deed to a Unit, each Owner agrees that the ARB may remove any nonapproved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Unit, and all claims for damages caused by the ARB are waived.

(vii) Minimum Dwelling Size. The Design Standards and Guidelines may establish a minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one Neighborhood to another. Upon written request of an Owner, the ARB may waive the minimum square footage requirement if, in the ARB's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties.

BOOK PAGE
1364 00052

(viii) Water Facilities. The Water system is provided by W & D Utilities, a privately held Water Management Company. W & D Utilities and Bluegreen Communities of Georgia, LLC of Georgia have entered into contract for installation and operation of the water system. This contract will be assigned to the POA after completion of the water system. W & D Utilities is a privately held water management company and will charge applicable rates per their contract and as reasonably allowed by law, including a non-user water availability fee. No individual homeowner water supply system shall be permitted within the Properties including wells.

(ix) Sewer. The property will be served by individual septic systems (hereinafter "ISS") installed and maintained by the owner of each unit.

The owner shall be responsible for but not limited to all plans, permits, soil test, installation, maintenance and all other elements associate with the ISS for his unit.

Soil test indicated that units 122, 123, and 209 may not be suitable for an onsite ISS. In such case, the Declarant may provide piping and drainfield(s) at another location on the property or adjacent properties. Such piping may be stubbed up at the front property line for connection of the unit ISS by the owner. The Owner of the units shall provide and install all pumps, valves and electric equipment necessary to connect to the piping and to provide adequate pressure within the system. The Declarant may require the system to be designed, inspected and approved by an engineer registered in the state of Georgia.

The POA shall be responsible for maintaining the piping and drainfield(s) not located in the units. The POA may contract this maintenance to W & D Utilities, a privately held utility company.

(x) Fences and Hedges. All fences and hedges shall be submitted for review prior to installation in accordance with the Design Standards and Guidelines.

(xi) Dwelling Units. May not exceed thirty-five feet (35') in height, and having a private garage for not less than two (2) car nor more than four (4) cars.

(xii) Construction Period. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one year after commencement of construction, unless extended by the ARB in its sole discretion. All other construction shall be completed within the time limits established by the ARB at the time the project is approved by the ARB.

For the purposes of this Section, commencement of construction shall mean that (a) all plans for such construction have been approved by the ARB; (b) a building permit has been issued for the Unit by the appropriate jurisdiction. Completion of a structure shall mean that a final certificate of occupancy has been issued by the appropriate jurisdiction for the Unit.

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

9.7. Variance. The ARB may authorize variances from compliance with any of its Standards and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall

BOOK PAGE
1364 00053

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

9.8. Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application by the ARB shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, the ARB or any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.9. Enforcement. The Declarant, any member of the ARB, or the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of Declarant, the ARB, or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant and the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefitted Unit and collected as a Specific Assessment.

Unless otherwise specified in writing by the ARB, all approvals granted hereunder shall be deemed conditioned upon completion, inspection and written approval of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Neither the ARB, nor any member of the ARB, nor the Association, the Declarant, or their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Standards and Guidelines may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

BOOK PAGE
1364 00054

ARTICLE 10
USE RESTRICTIONS

10.1. General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Unit. The Properties shall be used only for residential, recreational, and approved related purposes (which may include by the Declarant, without limitation, model homes, sales offices, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A", offices for any property manager retained by the Association, business offices for the Declarant or his assigns or related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2. Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Members, and during the Development Period with the written consent of the Declarant.

10.3. Residential Use. All Units may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office may be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Properties; and limits the number of employees on the premises to not more than two (2) at any given time; (c) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

No real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property or improvements shall be permitted within the Properties except with the Declarant's prior written approval which may be denied in Declarant's sole discretion. No other trade or business activity shall be conducted upon a Unit without the prior written approval of the ARB. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a Camden County Business license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant.

10.4. Vehicles.

(a) Automobiles, trucks and vans and motorcycles shall be parked only in the garages, serving the Units unless otherwise approved by the ARB. No automobile, truck, van or motorcycle may be left upon any portion of the Properties, except in a garage, if it is unlicensed, unsightly or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicles shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the

BOOK PAGE

1364 00055

Board and vehicles used by the Association or the owner of a Private Amenity in maintenance of all or a portion of the Properties or Private Amenity.

(b) No commercial vehicles of any kind shall be permitted to park on any road, street, driveway, yard or unit except fully inside garages with the doors closed. All commercial vehicles shall be parked off site otherwise.

(c) Recreational vehicles shall be parked only in garages, serving the Units or offsite. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses. Any recreational vehicle including commercial vehicles parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties.

(d) Motor homes, boats with trailers, campers or buses may be parked in the owners driveway only for a short period of time to load in preparation for a trip or to unload in after completing a trip. The length of time shall be established by the ARB and approved prior to parking in the driveway. No mechanical or maintenance work of any kind shall be performed on any vehicle or boat except in garages.

(e) All recreational vehicles not parked in garages, shall be parked offsite or in an area specifically designated for recreation vehicles by the POA, pending available space.

(f) Recreational vehicles can not be parked on the streets at any time or parked overnight without ARB approval.

(g) All vehicles shall be subject to such reasonable rules and regulations as the ARB Board of Directors may adopt, including, without limitation, the right to limit the number of vehicles permitted on each Unit.

10.5. Leasing. Units may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge in writing a receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The owner shall be required to provide a copy of any lease within 14 days of tenant occupying the unit, together with such additional information deemed necessary by the Board.

10.6. Occupants Bound. All Standards provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or Design Standards and Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants may not be specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

10.7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the ARB. Without limiting the foregoing, it is specifically acknowledged that farm animals, horses, ponies, pigs, chickens, barnyard fowl, ducks, and swans are specifically prohibited on or about Property. No animals shall be kept, bred or maintained for commercial purposes. All pets shall be on a leash and reasonably controlled by the owner whenever outside a Unit and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted on any golf course, in

BOOK PAGE
1364 00056

any lake, or within any Private Amenity except in compliance with conditions established by the owner of such Private Amenity. If, in the sole opinion of the ARB, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, they shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3.

10.8. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or unsightly condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

Each Owner shall maintain its Unit in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Unit shall be subject to such conditions, rules, and regulations as may be set forth in the Design Standards and Guidelines. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other approved appropriate trash receptacles and removed regularly from Units and shall not be buried or covered on the Unit. Owners shall remove trash and debris from the Unit upon reasonable notice by Declarant in preparation for special events.

No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes and approved by the ARB, shall be located, installed or maintained upon the exterior of any Unit unless required by law.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.9. Streams. No streams which run across any Unit may be dammed, or the water therefrom impounded, diverted, or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11.

10.10. Drainage and Grading. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

No Person shall alter the grading of any Unit without prior approval pursuant to Article 9 of this Declaration. No Person may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing, nor may any Person pipe, fill in, or alter any lot line swale used to meet Camden County regulations, if any. The Declarant hereby reserves for itself and the Association a

BOOK PAGE
1364 00057

perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent.

10.11. Driveway Endwalls. Swales/Ditches for storm drainage have been constructed between the road edge and the front property line of each unit. Owners shall install the required pipe and two endwalls, one on each side of the driveway, across these areas as shown on the standard endwall detail drawings included in the Design Standards and Guidelines. The pipe and endwall shall be constructed in strict accordance with the standard endwall detail. Any deviation will result in removal and replacement at the owner's expense.

10.12. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Unit within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Unit within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10.13. Storage of Materials, Garbage, Dumping, Etc. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff. Due to the sensitivity of the surrounding land, Owners shall use their best efforts to avoid excessive use of fertilizers.

No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Unit, except during the initial construction period of the improvements to the Unit. In addition, during construction the building materials on any Unit shall be placed and kept in an orderly fashion. Any Unit on which construction is in progress shall be policed each day and prior to each weekend. During the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

10.14. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed after a subdivision plat including such Unit has been approved and filed in the Public Records without the Declarant's written consent. Declarant, however, hereby expressly reserves the right to replat any Unit or Units which it or any Builder owns, with the written prior consent of the owner of the Unit or Units affected. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations, if any.

10.15. Firearms. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration to enforce this restriction, but shall not be obligated to exercise self-help to prevent any such discharge.

10.16. Combustible Liquid Fuels. There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in five gallon containers or smaller and appropriate for such purpose on each Unit for emergency purposes and operation of lawn mowers

BOOK PAGE
1364 00058

and similar tools or equipment and except as may be approved in writing by the ARB. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.17. Completion of Construction: Occupancy of Unfinished Units. No dwelling erected upon any Unit shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. With respect to construction of a residential dwelling, such construction shall be completed in accordance with Article 9, construction period.

For the purposes of this Section, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARB; (ii) a building permit has been issued for the Unit by the appropriate jurisdiction. Completion of a dwelling shall mean that a certificate of occupancy has been issued by the appropriate jurisdiction for the Unit.

10.18. Lakes, Ponds and Streams. No swimming or boating of any kind is permitted on the lakes, ponds or streams within or adjacent to the Properties and shall be prohibited. Only non-motorized boats 16 feet in length and under are permitted on the lakes or ponds within the property. No boats of any kind shall be left on the lakes or lake banks after use or overnight. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within the Properties.

10.19. Irrigation Systems and Wells. Sprinkler or irrigation systems shall be installed only in accordance with the Design Standards and Guidelines. Declarant shall have the right to install sprinkler or irrigation systems or nonpotable wells within or abutting the Properties which draw upon water from lakes, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties. No private Homeowner wells shall be permitted on any unit or within the property.

10.20. Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

10.21. Lake Docks. No docks, decks or gazebos on the lake or lake banks are permitted unless approved by the ARB.

10.22. Marsh and River Docks. River docks may be permitted on an individual basis after the owner has secured and presented all required state and federal permits and approvals. Only one dock will be permitted for a unit adjacent to the river and shall be constructed of Marine grade materials. ARB installation.

10.23. Fishing. Only unit owners and their guests are permitted to fish on the property. No fishing is permitted in the lakes on the property except by the owner of a unit located on a lake. With the exception of the units adjacent to Little Satilla River and Big Branch Creek. All other fishing shall be only at the community dock.

10.24. Personal Property. Exterior clothes lines are not permitted. Above-ground water softeners units, generators, air conditioning units, pool equipment, and other above-ground equipment shall require adequate screening to meet ARB approval. All other tanks shall be placed underground in strict accordance with the rules and regulations of any governmental authority.

BOOK PAGE

1364 00059

10.25. First Floor Elevation. The finished grade elevation shall be the elevation along the exterior of the dwelling and shall be a minimum of twenty four inches (24") below the finished floor elevation of the dwelling or front entry porch or landing.

There shall be a minimum of four (4) steps from the finished grade at the front entry to the front entry porch or landings.

Several homesites within the community are within the AE flood hazard zone. Homesites in these zones are required by law to build the first floor elevation above the flood elevation indicated for the flood hazard zone which they lie.

ARTICLE 11 EASEMENTS

Declarant reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and the owners of any Private Amenities, and their successors-in-title.

11.1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Units, between each Unit and any adjacent Common Area, and between each Unit and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2. Easements for Utilities, Etc.

(a) There are hereby reserved to the Declarant during the Development Period, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above.

Declarant specifically grants to the local water supplier, electric company, telephone company, cable company, and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant during the Development Period, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A".

BOOK PAGE

1364 00060

(c) Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit, and except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3. Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Unit for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Unit which are or may be subject to soil erosion;

(b) drainage of natural or man-made water flow and water areas from any portion of the Properties or any Private Amenity;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Unit or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties or any Private Amenity.

11.4. Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads, for the posting of signs, and for connecting and installing utilities serving the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property

11.5. Easement for Entry.

(a) The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Unit, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents, employees and managers of the Association, any member of its Board or committees, and its officers, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Unit shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Unit to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by

BOOK PAGE

1364 00061

the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Any entry by the Association or its authorized agents, employees or managers of the Association, any member of its Board or committees, or its officers onto a Unit for the purposes specified herein shall not constitute a trespass.

(b) Declarant hereby reserves for itself and grants to the Association, to the relatives or descendants of any deceased person in any cemetery or burial ground that is located within the boundary of the Properties, and to any persons seeking access to any cemetery or burial ground for academic or historical purposes, a nonexclusive, perpetual easement of ingress and egress over such portions of the Common Area as are necessary for such access.

11.6. Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Unit to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Unit shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass, and prior notice shall not be required except as provided in Section 5.2.

The Association also may enter a Unit to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys fees, may be assessed against the violator as a Specific Assessment.

11.7. Easements for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. Declarant and its designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself and its successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Units (but not the dwellings thereon) adjacent to or within 20 feet of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release

BOOK PAGE
1364 00062

all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.8. Lateral Support. Every portion of the Common Area, every Unit, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Unit shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.9. Easements for Private Amenities.

(a) The owner of any Private Amenity within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of its Private Amenity.

(b) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenities.

(c) Any portion of the Properties immediately adjacent to the Private Amenities are hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities for over spray of water from the irrigation system serving the Private Amenities. Under no circumstances shall the Association or the owner(s) of the Private Amenities be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

(d) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement and all rights to draw water from the lakes and ponds within or adjacent to the Properties for purposes of irrigation of the Private Amenities and for access to and the right to enter upon the lakes and ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

(e) Any Private Amenity may include an extensive system of paths for use by pedestrians, golf carts and maintenance vehicles. To the extent such paths are not located on the Private Amenity, Declarant hereby reserves a nonexclusive easement appurtenant to the Private Amenity on, over, under and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, reconstruction, use and enjoyment of such paths. The owner(s) of the Private Amenities shall be solely responsible for maintaining such paths at its sole cost and expense, including those portions which are located on a Unit or Common Area. The aforesaid easements are reserved for the benefit of the owner(s) of the Private Amenities, and their respective members, guests, invitees, employees, contractors, agents, and designees and shall be appurtenant to the Private Amenity.

11.10. Easement for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees a perpetual, non-exclusive easement over the Common Area for the purpose of conducting educational, cultural, entertainment, or sporting events, and other activities of general community interest

BOOK PAGE

1364 00063

at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.11. Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including but not limited to the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Unit, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.12. Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE 12 MORTGAGEE PROVISIONS

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

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

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

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

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

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

BOOK PAGE
1364 00064

12.3. Notice to Association. Upon request by the Board, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

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

12.5. Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

ARTICLE 13 DECLARANT'S RIGHTS

13.1. Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2. Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties, including any clubhouse, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, including, but not limited to, business offices, signs, model homes, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3. Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of

BOOK PAGE
1364 00065

making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.4. Additional Covenants No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws or Articles.

13.5. Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Governing Documents.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Class "B" Member may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Class "B" Member exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

BOOK PAGE

1364 00066

ARTICLE 14
PRIVATE AMENITIES

14.1. General. Private Amenities shall not be a portion of the Common Area, and neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges, and number of users, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges, and other charges for use privileges and to change, eliminate, or lease operation of any or all facilities; and to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements.

14.2. Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; or (b) the conveyance of any Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

14.3. View Impairment. Neither the Declarant, the Association, nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Area or any public facilities from Units will be preserved without impairment. The owners of such property, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Private Amenities, the Common Area or the public facilities from time to time. In addition, the owner of any Private Amenity which includes a golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

14.4. Cost Sharing Agreements. The Association may enter into a Cost Sharing Agreement with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Area maintenance.

14.5. Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is contiguous to or within one hundred (100) feet of, any Private Amenity without giving the owner of such Private Amenity at least fifteen (15) Days prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of such Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association,

BOOK PAGE

1364 00067

stating in detail the reasons for any disapproval. The failure of the owner of such Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the owner of such Private Amenity's right to object to the matter. If in the reasonable opinion of the owner of the Private Amenity whether by restriction of view, hazards to person or otherwise, the requesting party shall resubmit to the ARB the proposed construction or modification so as to take into account the objection of the Private Amenity, and the review and approval process set forth in this Section shall apply to the resubmitted plans and specifications. This Section shall also apply to any work on the Common Area contiguous to the Private Amenity.

14.6. Use Restrictions. Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.

14.7. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefitting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

14.8. Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate rules or regulations affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE 15 GENERAL PROVISIONS

15.1. Duration.

(a) Unless terminated as provided in Section 15.1(b), this Declaration shall run with the land and shall be binding on all parties and Persons claiming under them for a period of 20 years from the date this Declaration is recorded. This Declaration shall automatically be extended at the expiration of such period for successive periods of 10 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Georgia law, in which case such law shall control, this Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least 75% of the total Units within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

BOOK PAGE

1364 00068

15.2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, so long as the Declarant owns property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 67% of the total Class "A" votes in the Association, including 67% of the Class "A" votes held by Members other than the Declarant, and the written consent of the Declarant, so long as the Declarant owns any property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

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

15.3. Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4. Dispute Resolution. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules, or the Articles through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

BOOK PAGE

1364 00069

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation.

15.5. Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Members representing 75% of the total Class "A" votes in the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods and services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.6. Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual units conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.7. Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted in this Declaration.

15.8. Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions applicable to any Neighborhood; provided however, in the event of a conflict between or among this Declaration and such covenants or restrictions, and/or the provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Articles, and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

15.9. Use of the Words "Sanctuary River Club at St. Andrews Sound". No Person shall use the words "Sanctuary River Club at St. Andrews Sound" or any logo of Sanctuary River Club at St. Andrews Sound or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the term "Sanctuary River Club at St. Andrews Sound" in printed or promotional matter where such term is used solely to specify that particular property is located within Sanctuary River Club at St. Andrews Sound and the Association and any other community association located on Sanctuary River Club at St. Andrews Sound shall be entitled to use the words "Sanctuary River Club at St. Andrews Sound" in its name.

BOOK PAGE

1364 00070

15.10. Compliance. Every Owner and occupant of any Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.11. Right of First Refusal.

(a) Each Owner acknowledges, and the deed of conveyance to each Owner may provide, that the Declarant shall retain a right of first refusal for any Unit within the Properties on the terms and conditions set forth below. This Section shall not restrict an Owner's right to enter into a binding contract for the sale of a Unit, provided that, for so long as this right of first refusal exists, the contract provides that the Owner may not convey a Unit to any third party without giving the Declarant the right of first refusal on the terms and conditions set forth below. This right of first refusal shall not apply to any transfer or conveyance in connection with a Mortgage foreclosure or deed in lieu of foreclosure except where the intent of the parties is to circumvent this right of first refusal. The failure by Declarant to exercise its right of first refusal with respect to a Unit shall not be deemed a waiver of such right with respect to any other transfer or conveyance.

(b) If any Owner desires to convey any Unit to a third party, the Owner proposing to transfer said Unit shall deliver to Declarant within seven Days of its execution a copy of the executed, binding real estate sales contract between the Owner and the prospective purchaser. The real estate sales contract shall provide that Declarant shall have 30 Days after actual receipt of the executed binding real estate contract upon which to exercise its right of first refusal for the Unit on the same terms and conditions as the real estate sales contract between the Owner and prospective purchaser. Declarant shall provide written notice of the exercise of the right of first refusal to the transferor. If the Declarant fails to exercise such right as provided herein, the right of first refusal shall be waived and extinguished. Upon request and receipt of a release in form and content satisfactory to Declarant, Declarant shall execute a release of such right of first refusal in recordable form if the Declarant does not intend to exercise such right.

(c) If Declarant exercises its right of first refusal, the owner of the Unit shall convey the Unit by general warranty deed (subject to such exceptions and easements of record as are standard and customary) to the Declarant within 30 Days after the date of receipt of the Declarant's notice the right of first refusal has been exercised. The remaining terms of the real estate sales contract shall remain in full force and effect.

(d) If Declarant does not exercise its right to repurchase, the Owner of the Unit shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require not later than the date of closing. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

(e) The right of first refusal set forth in this Section shall automatically terminate as to each Unit upon the issuance of a certificate of occupancy by the County of Camden, Georgia building department for a residential dwelling on such Unit. Upon issuance of a certificate of occupancy and receipt from any Owner of such Unit by Declarant of a written request and a release in form and content satisfactory to Declarant, Declarant shall execute a release of such right of first refusal as to such Unit in recordable form; however, issuance of such a release shall not be necessary to terminate this right of first refusal.

BOOK PAGE

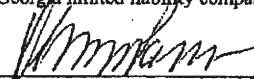
1364 00071

This right of first refusal shall automatically terminate as to all Units five (5) years from the date that this Declaration is recorded in the Public Records, or when, in its sole discretion, the Declarant so determines and declares in a recorded instrument.

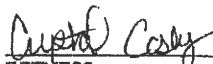
15.12. Exhibits. Exhibits "A" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of this Declaration. Exhibit "B" is attached for informational purposes and may be amended as provided therein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 22 day of June, 2007.

BLUEGREEN COMMUNITIES of Georgia, LLC, a Georgia limited liability company originated in Georgia.


[SEAL]
R. Thomas Powers, Manager/Member

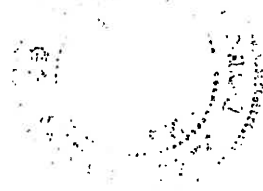
Signed, sealed and delivered this 22nd day of June, 2007 in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: 6/7/09

NOTARY PUBLIC, DOUGLAS COUNTY, GA
MY COMMISSION EXPIRES JUNE 7, 2009



CLERK'S NOTE: CONTINUE NEXT PAGE

BOOK PAGE
1364 00072

Re: Deed Book 1332
Page 79

MORTGAGEE CONSENT

RFC Construction Funding, LLC, beneficiary under a Deed to Secure Debt and Security Agreement dated February 16, 2007, and recorded on February 26, 2007 in the Public Records at the Clerk of Superior Court of Camden County, Georgia (as amended from time to time, the "Security Deed"), for itself and its successors and assigns, approves the foregoing Declaration of Covenants, Conditions, and Restrictions for Sanctuary River Club at St. Andrews Sound (the "Declaration"), and RFC Construction Funding, LLC agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to RFC Construction Funding, LLC under the Security Deed will not render void or otherwise impair the validity of the Declaration.

Dated: June 20, 2007.

RFC CONSTRUCTION FUNDING, LLC,
a Delaware limited liability company

By: Ronald Clun

Title: Assistant Vice President

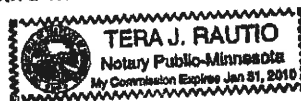
I, a Notary Public of the County and State aforesaid, certify that Brian Clauson, personally came before me this day acknowledged that he/she is Assistant Vice President of RFC Construction Funding, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its Assistant Vice President.

Witness my hand and official stamp or seal, this 20 day of June, 2007.

Tera J. Rautio
Notary Public

My commission expires: 1-31-2010

CLERK'S NOTE: CONTINUE NEXT PAGE



BOOK PAGE
1364 00073

EXHIBIT "A"

Land Initially Submitted

All that tract or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Camden County, Georgia, as being more particularly shown on a plat entitled "Final Subdivision Plat of Sanctuary River Club at St. Andrews Sound, Phase One" said plat being prepared by Jackson Surveying Inc., certified by Philip Jackson, G.R.L.S. and filed in Plat Drawer 23, Map Nos 25-32, records of Camden County, Georgia, which plat is incorporated herein by reference and made a part of this description.

BOOK PAGE
1364 00074

EXHIBIT "B"

BY-LAWS

OF

SANCTUARY RIVER CLUB AT ST. ANDREWS SOUND COMMUNITY ASSOCIATION, INC.

BOOK PAGE

1364 00075

- TABLE OF CONTENTS -

	Page
ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS.....	1
1.1. <u>Name</u>	1
1.2. <u>Principal Office</u>	1
1.3. <u>Definitions</u>	1
ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES.....	1
2.1. <u>Membership</u>	1
2.2. <u>Place of Meetings</u>	1
2.3. <u>Annual Meetings</u>	1
2.4. <u>Special Meetings</u>	1
2.5. <u>Notice of Meetings</u>	1
2.6. <u>Waiver of Notice</u>	2
2.7. <u>Adjournment of Meetings</u>	2
2.8. <u>Voting</u>	2
2.9. <u>List for Voting</u>	2
2.10. <u>Proxies</u>	2
2.11. <u>Quorum</u>	3
2.12. <u>Conduct of Meetings</u>	3
2.13. <u>Action Without a Meeting</u>	3
ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS.....	3
3.1. <u>Governing Body: Composition</u>	3
3.2. <u>Number of Directors</u>	3
3.3. <u>Directors During Class "B" Control Period</u>	3
3.4. <u>Nomination and Election Procedures</u>	4
3.5. <u>Election and Term of Office</u>	4
3.6. <u>Removal of Directors and Vacancies</u>	5
3.7. <u>Organizational Meetings</u>	5
3.8. <u>Regular Meetings</u>	5
3.9. <u>Special Meetings</u>	5
3.10. <u>Notice</u>	5
3.11. <u>Waiver of Notice</u>	6
3.12. <u>Participation in Meetings</u>	6
3.13. <u>Quorum of Board of Directors</u>	6
3.14. <u>Compensation</u>	6
3.15. <u>Conduct of Meetings</u>	6
3.16. <u>Open Meetings</u>	7
3.17. <u>Action Without a Formal Meeting</u>	7
3.18. <u>Powers</u>	7
3.19. <u>Duties</u>	7
3.20. <u>Management</u>	8
3.21. <u>Accounts and Reports</u>	8
3.22. <u>Borrowing</u>	9
3.23. <u>Right to Contract</u>	9

BOOK PAGE
1364 00076

3.24. <u>Enforcement</u>	9
ARTICLE 4: OFFICERS	10
4.1. <u>Officers</u>	10
4.2. <u>Election and Term of Office</u>	10
4.3. <u>Removal and Vacancies</u>	10
4.4. <u>Powers and Duties</u>	10
4.5. <u>Resignation</u>	10
4.6. <u>Agreements, Contracts, Deeds, Leases, Checks, Etc.</u>	10
4.7. <u>Compensation</u>	10
ARTICLE 5: COMMITTEES	10
5.1. <u>General</u>	10
5.2. <u>Covenants Committee</u>	10
5.3. <u>Neighborhood Committees</u>	11
ARTICLE 6: MISCELLANEOUS	11
6.1. <u>Fiscal Year</u>	11
6.2. <u>Parliamentary Rules</u>	11
6.3. <u>Conflicts</u>	11
6.4. <u>Books and Records</u>	11
6.5. <u>Notices</u>	12
6.6. <u>Amendment</u>	12

BOOK PAGE

1364 00077

BY-LAWS

OF

SANCTUARY RIVER CLUB AT ST. ANDREWS SOUND COMMUNITY ASSOCIATION, INC.

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1. Name. The name of the corporation is Sanctuary River Club at St. Andrews Sound Community Association, Inc. (the "Association"), a Georgia nonprofit corporation.

1.2. Principal Office. The principal office of the Association shall be located in Camden County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Sanctuary River Club at St. Andrews Sound filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Delegates and the Members as the Board may designate, either within the Properties or as convenient as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Voting Delegates. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.

2.4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Voting Delegates representing at least twenty percent (20%) of the total Class "A" votes in the Association or upon written request of the Declarant.

2.5. Notice of Meetings. Written notice stating the place, day, time and purpose of any meeting of the Voting Delegates shall be delivered to each Voting Delegate entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.

BOOK PAGE

1364 00078

No business shall be transacted at a meeting except as stated in the notice; provided however, if Voting Delegates representing at least twenty percent (20%) of the Class "A" votes are present at an annual meeting, in person or by proxy, matters in addition to those set forth in the notice of the meeting may be voted upon without further notice to the Members.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Delegate may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof, unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Voting Delegates representing a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) Days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Voting Delegates in the manner prescribed in Section 2.5.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9. List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Voting Delegates entitled to notice of such meeting. The list shall show the address of the Voting Delegate and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10. Proxies. A Voting Delegate entitled to cast the votes for all Units within such delegates' Neighborhood may not assign the right to cast such votes by proxy, but may cast such votes only in person or through such Voting Delegate's designated alternate. Any Member who is entitled to cast only the vote(s) for such Member's Unit(s) pursuant to Section 3.4 of the Declaration may cast such vote in person or by proxy. On any matter as to which a Member is entitled to personally cast the vote for such Member's Unit, such vote may be cast in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Unit(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

BOOK PAGE
1364 00079

2.11. Quorum. The presence of ten percent (10%) of the Class "A" votes entitled to be cast shall constitute a quorum at all meetings of the Association. If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Voting Delegates leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Voting Delegates entitled to vote on such matter. Such consents shall be signed within sixty (60) Days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Georgia. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Voting Delegates at a meeting. Within ten (10) Days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided however, no Owner and resident representing the same Unit may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Unit is delinquent. A "resident" for the purposes of these By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Unit within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employec, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided that no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2. Number of Directors. The Board shall consist of three (3) to five (5) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) directors appointed by the Class "B" Member as provided in Section 3.3 and shall be increased as provided in Section 3.5. After the termination of the Class "B" membership, the Board may, by resolution, increase or decrease the number of directors.

3.3. Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to the qualifications for directors set forth in Section 3.1.

3.4. Nomination and Election Procedures.

(a) Nomination of Directors. The Board may establish a nominating committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. If established, the nominating committee shall be appointed by the Board not less than thirty (30) Days prior to each election to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at the election. A nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. The nominating committee shall nominate separate slates for the directors, if any, to be elected at large by all Voting Delegates, and for the director(s) to be elected by the votes within each Voting Group. In making its nominations, a nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at a meeting of the Association. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to these nomination requirements.

(b) Election Procedures. Each Voting Delegate may cast all votes assigned to the Units which such Voting Delegate represents for each position to be filled from the slate of candidates on which such Voting Delegate is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) At the first Association meeting occurring after Class "A" Members other than Builders meet the requirements of Article 3 of the Declaration of Covenants, Conditions and Restrictions or whenever the Class "B" Member earlier determines, the Association shall hold an election at which the Voting Delegates shall be entitled to elect one (1) of the three (3) directors, who shall be an at-large director and shall serve a term of two (2) years or until the occurrence of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the occurrence of the event described in subsection (b), a successor shall be elected for a like term. The remaining two (2) directors shall be appointees of the Class "B" Member.

(b) At the first Association meeting occurring after termination of the Class "B" Control Period, an election shall be held. Four (4) directors shall be elected by the Voting Delegates. If Voting Groups have been established, one (1) director shall be elected by the Voting Delegates representing each Voting Group and any remaining directorships filled at large by the vote of all Voting Delegates. Two (2) directors shall serve a term of two (2) years, and two (2) directors shall serve a term of one (1) year, as such directors determine among themselves.

(c) Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint, remove and replace all directors. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Voting Delegates shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two (2) years.

(d) Upon the expiration of the term of office of each director elected by the Voting Delegates, the Voting Delegates entitled to elect such director shall elect a successor to serve a term of

BOOK PAGE
1364 00081

two (2) years. The directors elected by the Voting Delegates shall hold office until their respective successors have been elected.

3.6. Removal of Directors and Vacancies. Any director elected by the Voting Delegates may be removed, with or without cause, by Voting Delegates representing a Majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Voting Delegates entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Delegates who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Unit that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term. Any director that the Board appoints shall be selected from among Members and residents within the Voting Group represented by the director who vacated the position.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.7. Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held during each quarter.

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.10. Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d)

BOOK PAGE

1364 00082

telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, electronic mail, or e-mail shall be deemed communicated when delivered, telephoned, teletyped, electronically mailed, e-mailed, or given to the telegraph company.

3.11. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice; a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12. Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.13. Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than four (4) nor more than twenty (20) Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.14. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Voting Delegates representing a Majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.15. Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

BOOK PAGE
1364 00083

3.16. Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Voting Delegates and, if required by law, all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the president may limit the time any individual may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.17. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.18. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or Georgia law do not direct to be done and exercised exclusively by the Voting Delegates or the membership generally.

3.19. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

BOOK PAGE
1364 00084

- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the costs of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and
- (o) indemnifying a director, officer or ARB or committee member, or former director, officer or ARB or committee member of the Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents.

3.20. Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and
- (f) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

BOOK PAGE

1364 00085

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Voting Delegates representing at least sixty-seven percent (67%) of the total votes allocated to Units prior to borrowing such money.

3.23. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, within and outside the Properties.

3.24. Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee may impose a sanction without further notice to the violator.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

BOOK PAGE

1364 00086

ARTICLE 4: OFFICERS

4.1. Officers. The officers of the Association shall be a president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more vice presidents, one or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14.

ARTICLE 5: COMMITTEES

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Class "A" Member may not serve on more than one(1) committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action nor to bind the Board or the Association without the consent of the Board.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these By-Laws and, specifically, Section 5.1, the Board may appoint

BOOK PAGE

1364 00087

a covenants committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these By-Laws.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board or the Association. Such Neighborhood Committees, if elected, shall consist of three (3) to five (5) Members, as determined by the vote of at least a Majority of the Owners of Units within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the meeting, notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10, and 3.11. Meetings of a Neighborhood Committee shall be open to all Owners of Units in the Neighborhood and their representatives; provided however, a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

ARTICLE 6: MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

BOOK PAGE
1364 00088

(b) Rules for Inspection. The Board may establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Voting Delegate, at the address which the Member or Voting Delegate has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Delegate; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

6.6. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. In addition, during the Development Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming these By-Laws to any mandatory provisions thereof, and (ii) to correct scrivener's errors and other mistakes of fact, provided that any

BOOK PAGE
1364 00089

amendments under this provision have no material adverse effect on the rights of the Members. During the Development Period, any such amendment shall require the consent of the Declarant.

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. In addition, the approval requirements set forth in Article 15 of the Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

Recorded JUN 29 2007
Ann A. Waldron
Clerk Superior Court

FILED
CAMDEN CO CLERK'S OFFICE

2008 MAY 13 AM 11:34

After recording return to:

Courtney S. Casper
Morris Hardwick Schneider
81 Church Street
Winder, Georgia 30680

Book Page

1427 00598

4324

STATE OF GEORGIA

Clerk: Please Cross Reference to Deed
Book 1010, Page 452, and Deed Book 1364,
Page 16, Camden County, Georgia Records

COUNTY OF BARROW

Grantor: Bluegreen Communities of
Georgia, LLC

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND**

AND

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANCTUARY RIVER CLUB**

THIS SUPPLEMENTAL DECLARATION is made this 10th day of January, 2008, by
Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company
(hereinafter referred to as "Declarant").

WITNESSETH:

I. Annexation of River Club Property

WHEREAS, Declarant prepared and filed of record that certain Declaration of
Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which
was recorded in Deed Book 1010, Page 452, et.seq., (hereinafter "Cove Declaration") in
the records of the Clerk of the Superior Court of Camden County, Georgia, as
supplemented by those particular Supplemental Declarations of Covenants, Conditions
and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in Deed Book 1032,
Page 247, and Deed Book 1049, Page 626, and Deed Book 1077, Page 642, and Deed
Book 1095, Page 396, and Deed Book 1177, page 598, records of Camden County,
Georgia, and

WHEREAS, pursuant to Section 7.1 Annexation by Declarant, the Declarant may from
time to time unilaterally subject the property described in Exhibit B of the Declaration
("Additional Property"), to the provisions of the Declaration; with consent of all owners
of the property so being subjected, and

WHEREAS, Declarant and the undersigned property owners are the owners of record of the property described in Exhibit A, (hereinafter "River Club Property") attached hereto, which is a portion of said Additional Property;

NOW THEREFORE, pursuant to the authority granted in the Declaration and consistent with the terms therein, Declarant hereby subjects the property described in Exhibit A, attached hereto, to the provisions of the Declaration. Such property shall be conveyed, used, developed, mortgaged, assigned, and otherwise encumbered, pursuant to the provisions of said Declaration, which shall run with the title of said property and be binding upon all persons having any interest in said property, as well as their successors and assigns.

II. Designation of River Club Property as a Neighborhood

WHEREAS, pursuant to Section 3.3 of the Cove Declaration, the Declarant, in its sole discretion, may establish Neighborhoods by Supplemental Declaration.

NOW THEREFORE, The Declarant hereby designates the River Club Property as a Neighborhood known as "The Estates of Sanctuary Cove at St. Andrews Sound." All amenities which have been or shall be constructed on common areas within the River Club Property, shall be designated as Exclusive Common Areas serving the units within the River Club Property only. The costs associated with maintenance, repair, replacement and insurance of each such Exclusive Common Area and appurtenant amenities shall be assessed as a neighborhood assessment.

In addition, the Units within the River Club Property shall continue to be governed by the additional covenants and restrictions as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound, which is recorded in Deed Book 1364, Page 16, et.seq., records of Camden County, Georgia.

III. Amendment to River Club Declaration to Amend Name

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound, which was recorded in Deed Book 1364, Page 16, et.seq., (hereinafter "the River Club Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia, and

WHEREAS, pursuant to 15.2(a) of the River Club Declaration, until the termination of the Class "B" membership, the Declarant may unilaterally amend the River Club Declaration for any purpose, and

1427 00600

WHEREAS, the Class "B" membership has not yet been terminated,

NOW THEREFORE, Declarant hereby amends the River Club Declaration as follows:

Declarant hereby amends the name of the community to be "The Estates of Sanctuary Cove at St. Andrews Sound." Declarant directs the Board of Directors of the Association to take all actions, as necessary, to comply with this amendment and to modify and/or revise all governing documents to reflect this change.

In addition, Declarant hereby specifically modifies the River Club Declaration as follows:

Paragraph 1.5 and 1.6 shall be amended to read as follows:

1.5 Articles of Incorporation or Articles. The Articles of Incorporation of The Estates of Sanctuary Cove at St. Andrews Sound Community Association, Inc. as filed with the Secretary of State of the State of Georgia.

1.6 Association. The Estates of Sanctuary Cove at St. Andrews Sound Community Association, Inc.

Paragraph 1.9 shall be amended to read as follows:

1.9 By-Laws. The By-Laws of The Estates of Sanctuary Cove at St. Andrews Sound Community Association, Inc.

IV. Subjection of River Club Property to Cove Declaration

WHEREAS, pursuant to Section 7.4 of the River Club Declaration, Declarant may unilaterally subject any portion of the River Club Property to additional covenants and easements, with the written consent of the owners of the River Club Property, and

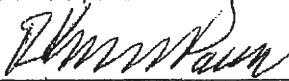
WHEREAS, Declarant and the undersigned Owners of the River Club Property have consented to be bound by the Cove Declaration;

NOW THEREFORE, Declarant does hereby subject the River Club Property to the Cove Declaration. All terms of the River Club Declaration shall remain in full force and effect. To the extent that the terms of the Cove Declaration and the River Club Declaration conflict, the terms of the River Club Declaration shall take precedence.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

1427 00601

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC



By: R. Thomas Powers R. Thomas Powers
As: VP

Jacob M. Steward
Unofficial Witness

[Signature]
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

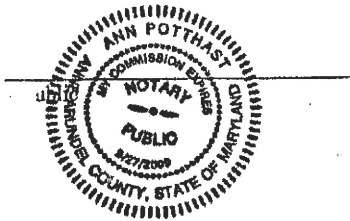
NOTARY PUBLIC, DOUGLAS COUNTY, GA
MY COMMISSION EXPIRES JUNE 7, 2009

1427 00602

Kirk Harness
Kirk Harness as to Lot 112

B. Ballaw
Unofficial Witness

Ann Potthast
Unofficial Witness Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1427 00603

Thomas T. Chick
Thomas T. Chick, as to Lot 113
LeAnn R. Chick
LeAnn R. Chick, as to Lot 113

Gilda Brown
Unofficial Witness

Jim Lowmy
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

BOOK 1427 00604

N. Douglas
N. Douglas, as to Lot 118

Robyn L. Seaton
Robyn L. Seaton, as to Lot 118

Wade Zader
Unofficial Witness

[Signature]
Notary Public

EDUVIGIS F. STROSCHEIN
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2011



Subscribed and sworn to before me, in my presence,
this 5 day of April, 2008, a Notary Public
in and for the State of VIRGINIA.
[Signature]
Notary Public
My commission expires OCT. 31, 2011

CLERK'S NOTE: CONTINUE NEXT PAGE

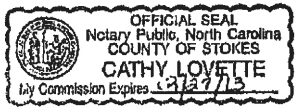
BOOK No. 1
1427 00605

Jason W. Thomason
Jason W. Thomason, as to Lot 131

Susan Bell Thomason
Susan Bell Thomason, as to Lot 131

Caroline Bentley
Unofficial Witness

Cathy Lovette
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1427 00606

Rob N. Wilson
Rob N. Wilson, as to Lot 216

Amy K. Wilson
Amy K. Wilson, as to Lot 216

Marina Burke
Unofficial Witness

Jennifer Ellen Browning
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

1427 00607

Donald T. Kneitel
Donald T. Kneitel, as to Lot 217

4-18-08

[Signature]
Unofficial Witness

[Signature]
Notary Public



1427 00608

Jonathan O'Dell Parson
Jonathan O'Dell Parson as to Lot 218

Rosemary Parson
Rosemary Parson as to Lot 218

Thomas C. Edwards
Unofficial Witness



S. Koken Miller
Notary Public

CLERK'S NOTE: CONTINUE NEXT PAGE

1427 00609

Rocky J. Deutsch POA
By: Rocky John Deutsch as Attorney
in Fact for Mamie D. Deutsch,
pursuant to Power of Attorney
recorded at Deed Book 1371, Page
120, Camden Co., Records, as to

“ Lots 219 and 255

Megan E. Boykin
Unofficial Witness, Megan E. Boykin

Jack Armenakis
Notary Public
April 10th 2008

JACK ARMENAKIS
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES MAR. 31, 2009
COMMISSION # 282821

***** NOTE: CONTINUE NEXT PAGE

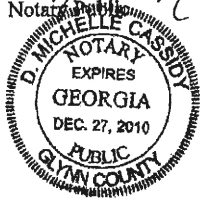
1427 00610

Maureen C. Schunk
By: Maureen C. Schunk, as to Lot 220

Roger Schunk
By: Roger Schunk, as to Lot 220

Doree Hooby
Unofficial Witness

D. Michelle Cassidy
Notary Public



CLERK'S NOTE: CONTINUE NEXT PAGE

Book Page
1427 00611

John Harness
John Harness, as to Lot 233

Tankeya Harness
Tankeya Harness, as to Lot 233

E. B. Long
Unofficial Witness

Matthew Touchton 4/1/08
Notary Public

Both subjects are personally known to me.



CLERK'S NOTE: CONTINUE NEXT PAGE

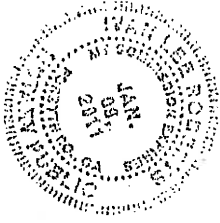
1427 00612

Zhi Zhan
Zhi Zhan as to Lot 234

Yumei Chan
Yumei Chan as to Lot 234

[Signature]
Unofficial Witness

[Signature]
Notary Public



PLEASE NOTE: CONTINUE NEXT PAGE

1427 00613

Jami L. Santore
Jami L. Santore, as to Lot 254
Peter D. Santore
Peter D. Santore, as to Lot 254

Patel
Unofficial Witness

Vinay Patel
Notary Public

VINAY PATEL
NOTARY PUBLIC
See attached

CLERK'S NOTE: CONTINUE NEXT PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

1427 00614

County of RIVERSIDE

On 29th April 2008 before me, VINAY PATEL, Notary Public

personally appeared Jami h. Santove and Peter D. Santove

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vinay Patel

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

CLERK'S NOTE: CONTINUE NEXT PAGE

1427 00615

Michael Raymond LaMarche
Michael Raymond LaMarche, as to Lot 256

Michelle S. LaMarche
Michelle S. LaMarche, as to Lot 256

Unofficial Witness
Unofficial Witness

Notary Public 3-27-08
Notary Public

(see attached nota- y certificate)

CLERK'S NOTE: CONTINUE NEXT PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

1427 00616

County of Alameda

On 3-27-08 before me, Hassan-Zafari (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Michael R Lamarche & Michelle S. Lamarche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

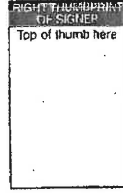
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

NOTARY'S NOTE: CONTINUE NEXT PAGE

1427 0061 Anthony Deutsch
Anthony Deutsch, as to Lot 257

Krisin J. Ott
Unofficial Witness

Jamie L. Searge
Notary Public

JAMIE L. SCEARCE
Notary Public, Madison County, Georgia
My Commission Expires July 17, 2010



OTHER'S NOTE: CONTINUE NEXT PAGE

1427 00618 Exhibit A

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden County, Georgia, and being Lots 102-145, and Lots 204-294, Sanctuary River Club at St. Andrews Sound Subdivision, Phase One, as per plat recorded in Plat Drawer D23, Pages 25-32, records of Camden County, Georgia, which plat is incorporated herein by reference and made a part of this description.

And also:

All that tract or parcel of land lying and being in the 33rd District, G.M., of Camden County, Georgia, and being Lots 146-203, Sanctuary River Club at St. Andrews Sound Subdivision, Phase Two, as per plat recorded in Plat Drawer D23, Pages 46-50, records of Camden County, Georgia, which plat is incorporated herein by reference and made a part of this description

Recorded MAY 13 2008

James W. Walden
Clerk Superior Court

574 Q

BOOK PAGE
1567 00380

FILED
CAMDEN CO. CLERK'S OFFICE
2011 APR 29 AM 11:24

After recording return to:

[Signature]
Patrick E. Rondosa
Bluegreen Communities
931 Beach Road
Sarasota, FL 34237

02620

STATE OF GEORGIA

Clerk: Please Cross Reference to Deed
Book 1010, Page 452, Camden County,
Georgia Records

COUNTY OF CAMDEN

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

SANCTUARY COVE AT ST. ANDREWS SOUND

THIS SUPPLEMENTAL DECLARATION is made this 12th day of April, 2011, by
Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company (hereinafter
referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants,
Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded
in Record Book 1010, Page 452, et seq. (hereinafter "Declaration") in the records of the
Clerk of the Superior Court of Camden County, Georgia, as supplemented from time to time.

Pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit certain
additional property described in Exhibit B of the Declaration to the terms of the Declaration.
Declarant is the owner of the real property described on Exhibit A attached hereto and
incorporated herein by this reference ("Additional Property").

The Additional Property is a portion of that property described on Exhibit B to the
Declaration.

The Declarant desires to submit the Additional Property to the terms of the Declaration.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Sanctuary Cove at St. Andrews Sound Community Association, Inc., in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

ARTICLE 2

Amendment to Supplemental Declaration

This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Section 15.2(a) of the Declaration.

ARTICLE 3

Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

Intentionally left blank

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC

Patrick E. Rondeau VP
By: Patrick E. Rondeau
As: Vice President

Kim Cook
Unofficial Witness *Kim Cook*



[Signature]
Notary Public

State of FL
County of LEE
On this 10th day of April
before me personally appeared
Patrick Rondeau
to me known to be the person who executed the
foregoing instrument, and acknowledged that he
executed the same as his free act and deed.
SEAL (none)

[Signature]
NOTARY PUBLIC

CLERK'S NOTE: CONTINUE NEXT PAGE

Exhibit A

All that tract or parcel of land, together with the improvements and appurtenance belonging thereto, lying and being in Camden County, Georgia as shown on plats described as follows:

SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE NINE, of the 33rd G.M District, Camden County, Georgia, as shown and described in plat of survey, dated December 12, 2003, prepared by Phillip Jackson, Georgia Registered Land Surveyor, No. 2804, recorded in Plat Drawer D19, Map # 57, of the public records of Camden County, Georgia and consisting of Lots 1 thru 7.

BOOK PAGE
1567__00384

EXHIBIT "B"

Land Subject to Annexation

Any property located within a five (5) mile radius of the perimeter of the land described on Exhibit A attached to the Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in the Camden County, GA County Clerk's office in Book 1010, page 452.

APR 2 9 2011
Recorded
[Signature]
Clerk Superior Court

FILED
CAMDEN CO. CLERK'S OFFICE

BOOK PAGE
1576 00808

2011 JUL 27 AM 10:09

4477

Record & Return to:
Patrick E. Rendon
46 McArthur Drive
Clarkburg, MA 01247

Clerk: Please Cross Reference to Deed Book 1010,
Page 452 and Deed Book 1364, Page 16 Camden,
County, Georgia Records

STATE OF GEORGIA;
COUNTY OF CAMDEN:

DECLARATION OF RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and published on this 14th day of
July 2011.

WITNESSETH:

WHEREAS, BLUEGREEN COMMUNITIES OF GEORGIA, LLC, hereinafter
referred to as the **DECLARANT**, owner of adjoining, riparian lots, being lots 121-124 located
in the Estates of Sanctuary Cove at St. Andrews Sound in Waverly, Camden County, Georgia;
and

WHEREAS, even though each of the lots would individually qualify for an exemption
for the building of a single-family private dock by the respective Declarant as provided in
paragraph (7) of O.C.G.A. § 12-5-295, the Declarant desire to jointly build and maintain a single
private dock on and extending from only one of the lots as provided in paragraph (7.1) of
O.C.G.A. § 12-5-295 for the use of all of the owners of lots 121-124; and

WHEREAS, in order to qualify for the exemption provided in paragraph (7.1) of

BOOK PAGE

1576 00809

O.C.G.A. § 12-5-295 for a jointly built and maintained single private dock, each of the owners of each lot must accept the ownership of the parcel so purchase as being subject to a binding covenant that runs with the land, in favor of the State of Georgia, which binding covenant shall prohibit the building of any future private dock on any of the lots described above, unless the jointly built and maintained single private dock is removed or converted to a single-family private dock which would qualify for an exemption as provided in paragraph (7) of O.C.G.A. § 12-5-295.

NOW THEREFORE, in consideration of the foregoing and the benefits to be derived by Declarant and every subsequent owner of the lots described below and in consideration of the exemption granted by the State of Georgia by virtue of paragraph (7.1) of O.C.G.A. § 12-5-295, the Declarants do hereby establish, covenant and declare that a restriction from construction of a private dock of any kind or nature is hereby placed on the following described real property:

Those certain lots of riparian real property in Camden County, Georgia as more particularly described as Lots No. 121, 122, 123 and 124 on that certain Plat of Survey recorded in Cabinet Drawer 24, Page 42-49 of the Records of the Office of the Clerk of the Superior Court of Camden County, Georgia, having been acquired by the DECLARANT by virtue of a deed recorded in Deed Book 1332, page 74, aforesaid records, and the description of said lot contained in said deed is specifically referred to and incorporated herein; and

EXCEPT for a jointly built and maintained single private dock on and extending from lot 121 described above as being owned by the DECLARANT as provided for and in compliance with paragraph (7.1) of O.C.G.A. § 12-5-295 for the use of all of the Declarants, UNLESS the jointly built and maintained single private dock is removed or converted to a single-family private dock for the exclusive non-commercial use of the owner of the lot upon which it is

located or his or her invitees, and which would qualify for an exemption as provided in paragraph (7) of O.C.G.A. § 42-5-295.

Declarant further covenant and agree that this restriction shall be binding on all successors in title to the above-described real property and is to be deemed a restrictive covenant running with the land in favor of the State of Georgia.

IN WITNESS WHEREOF, the undersigned persons have set their hands and affixed their seals on the date and year first above written.

DECLARANT

Patrick E. Rouds (Signature)
Name (printed): Patrick E. Rouds


ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Berkshire

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Patrick E. Rouds, with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Vice President of Bluegrove Communities of Georgia, LLC, the within name Assignor and that he/she being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as Vice President.

WITNESS my hand and seal of office this 14 day of July 2011.

 CONSTANCE P. MANUEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2018

Kathleen A. Cardinal
Unofficial Witness
Constance P. Manuel
Notary Public

My Commission Expires: 4/27/18

Recorded JUL 27 2011

James A. Williams
Clerk Superior Court

20
1

BOOK PAGE
1576 00811

FILED
CAMDEN CO. CLERK'S OFFICE
2011 JUL 27 AM 10:09

04478

After recording return to:

→ Patrick E. Rondeau
Bluegreen Communities
46 McArthur Drive
Clarksburg, MA 01247

Clerk: Please Cross Reference to Deed
Book 1010, Page 452 and Deed Book
1364, Page 16 Camden, County,
Georgia Records

STATE OF GEORGIA
COUNTY OF CAMDEN

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
ESTATES OF SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS SUPPLEMENTAL DECLARATION is made this 14th day of July 2011, by Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded in Record Book 1010, Page 452, et.seq., (hereinafter "Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia, as supplemented from time to time.

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for the Sanctuary River Club at St. Andrews Sound, which was recorded in Record Book 1364, Page 16, et.seq., (hereinafter "Estates Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant did annex as a neighborhood that certain real property known as the Sanctuary River Club at Saint Andrews Sound and at the same time did change the name of the neighborhood to that of the Estates of Sanctuary Cove at Saint Andrews Sound. The annexation supplement is recorded

in Record Book 1427, Page 598 in the records of the Clerk of the Superior Court of Camden County, Georgia.

WHEREAS, pursuant to 15.2(a) of the Estate Declaration, until the termination of the Class "B" membership, the Declarant may unilaterally amend the Estate Declaration for any purpose, and

WHEREAS, the Class "B" membership has not yet been terminated.

WHEREAS, pursuant to the terms of Section 3.3 and 7.4 of the Estate Declaration, the Declarant, in its sole discretion, may establish Neighborhoods by filing Supplemental Declarations

NOW THEREFORE, pursuant to the powers retained by Declarant under the Estate Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the additional provisions that will be unique to the Exhibit "A" property, which shall apply to such property in addition to the provisions of the Declaration. Such Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Estates of Sanctuary Cove at St. Andrews Sound Community Association, Inc., in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

- A. The definitions set forth in Article 1 of the Estates Declaration are incorporated herein by reference.
- B. The Exhibit "A" home sites shall be collectively known as the Little Satilla River Dock Club Unit 1 and be governed as a neighborhood under the terms of the Estates Declaration.
- C. The Little Satilla River Dock Club Unit 1 shall contain 4 individual floating docks and boardwalk extending from the upland portion of home site 121 across the marshland to the Little Satilla River.

Amendment to Supplemental Declaration

This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Section 15.2(a) of the Estate Declaration. Except as specifically amended hereby, the Estate Declaration and all terms thereof shall remain in full force and effect. In the event of any conflict in provisions between this Supplement and the Estates Declaration the terms of the Estate Declaration shall prevail.

ARTICLE 3

Declaration

The Little Satilla River Dock Club Unit 1 shall consist of home sites 121, 122, 123 and 124. Once the first of these four home sites is sold the neighborhood benefits and obligations shall become effective. Each owner shall have a right and non-exclusive easement of use, access and enjoyment in and to the Little Satilla River Dock Club Unit 1, which is appurtenant to and shall pass with the title to each home site.

The Estates of Sanctuary Cove at Saint Andrews Sound Community Association shall be responsible applying for any permits, purchasing insurance, making improvements and for collecting all neighborhood annual dues and special assessments as they might be incurred. All expenses incurred for repairs, maintenance, replacement and such other costs associated with maintaining the docks shall be the sole responsibility the owners of the four home sites in equal shares and shall be governed by Article 8 of the Estates Declaration.

Home sites 121, 122 and 123 shall each be subject to a 15' easement running easterly and westerly along the rear of each home site from the upland edge of the wetland area and extending southerly toward the interior of each home site. In the event that the area shall be impinged upon by the expansion of the wetland area the easement will move further into the interior of each lot so affected. Each home site owner shall be obligated to make sure the easement area on their parcel shall be maintained for the benefit of their neighbors.

The sole purpose of the easement shall be for pedestrian travel, for ingress and egress to and from the home sites to the boardwalk.

The rights, benefits, obligation and ownership of a dock may not be separated from the ownership of the home site. The interest owned in the dock may not be rented, leased or otherwise used and granted to others, except on a temporary basis not exceeding one week.

BOOK PAGE
1576 00814

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF
GEORGIA, LLC

Patrick E. Rondeau VP

By: Patrick E. Rondeau
As: Vice President

ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Berkshire

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Patrick E. Rondeau, with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Vice President of Bluegreen Communities of Georgia, LLC, the within name Assignor and that he/she being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as Vice President.

WITNESS my hand and seal of office this 14th day of July 2011.



CONSTANCE F. MANUEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2018

Zoshka Daub

Unofficial Witness

Constance F. Manuel

Notary Public

My Commission Expires: 4/27/18

CLERK'S NOTE: CONTINUE NEXT PAGE

BOOK PAGE
1576 00815

Exhibit A

All that tract or parcel of land, together with the improvements and appurtenance belonging thereto, lying and being in Camden County, Georgia as shown on plats described as follows:

Lots 121, 122, 123 and 124, located in the ESTATES OF SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE TEN, of the 33rd G.M District, Camden County, Georgia, as shown and described in plat of survey, recorded on October 7, 2008, prepared by Phillip Jackson, Georgia Registered Land Surveyor, No. 2804, recorded in Plat Drawer D24, Map # 45, et seq., of the public records of Camden County, Georgia.

BOOK PAGE
1576 00816

EXHIBIT "B"

Land Subject to Annexation

Any property located within a five (5) mile radius of the perimeter of the land described on Exhibit A attached to the Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in the Camden County, GA County Clerk's office in Book 1010, page 452.

Recorded JUL 27 2011
[Signature]
Clerk Superior Court

22 12
14

After recording return to:

Patrick H. Pondem
Bluegreen Communities
46 McJannet Drive
Camden, MA 01247

BOOK PAGE
1576 00817

FILED
CAMDEN CO. CLERK'S OFFICE

2011 JUL 27 AM 10: 10

4479

STATE OF GEORGIA Clerk
Please Cross Reference to Deed
Book 1010, Page 452 and Deed
Book 1364, Page 16 Camden,
County, Georgia Records

COUNTY OF CAMDEN
STATE OF GEORGIA

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
ESTATES OF SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS SUPPLEMENTAL DECLARATION is made this 25 day of July 2011, by Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded in Record Book 1010, Page 452, et seq., (hereinafter "Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia, as supplemented from time to time.

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for the Sanctuary River Club at St. Andrews Sound, which was recorded in Record Book 1364, Page 16, et seq., (hereinafter "Estates Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant did annex as a neighborhood that certain real property known as the Sanctuary River Club at Saint Andrews Sound and at the same time did change the name of the neighborhood to that of the Estates of Sanctuary Cove at Saint Andrews Sound. The annexation supplement is recorded in Record Book 1427, Page 598 in the records of the Clerk of the Superior Court of Camden County, Georgia.

BOOK PAGE
1576 00818

WHEREAS, pursuant to 15.2(a) of the Estate Declaration, until the termination of the Class "B" membership, the Declarant may unilaterally amend the Estate Declaration for any purpose, and

WHEREAS, the Class "B" membership has not yet been terminated.

WHEREAS, pursuant to the terms of Section 3.3 and 7.4 of the Estate Declaration, the Declarant, in its sole discretion, may establish Neighborhoods by filing Supplemental Declarations

NOW THEREFORE, pursuant to the powers retained by Declarant under the Estate Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the additional provisions that will be unique to the Exhibit "A" property, which shall apply to such property in addition to the provisions of the Declaration. Such Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Estates of Sanctuary Cove at St. Andrews Sound Community Association, Inc., in accordance with the terms of the Declaration.

ARTICLE I

Definitions

- A. The definitions set forth in Article 1 of the Estates Declaration are incorporated herein by reference.
- B. The Exhibit "A" home sites shall be collectively known as the Community Septic System and be governed as a neighborhood under the terms of the Estates Declaration.
- C. The Community Septic System shall contain home sites 122, 123, 209 and that parcel of land known as Tract 4.

Amendment to Supplemental Declaration

This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Section 15.2(a) of the Estate Declaration. Except as specifically amended hereby, the Estate Declaration and all terms thereof shall remain in full force and effect. In the event of any conflict in provisions between this Supplement and the Estate Declaration the terms of the Estate Declaration shall prevail.

ARTICLE 3

Declaration

The Community Septic System shall consist of three (3) home sites and Tract 4 (the common absorption field). Once the first of these three home sites is sold the neighborhood benefits and obligations shall become effective. Each owner shall have a right and non-exclusive easement of use, access to all common portions of the septic system, which is appurtenant to and shall pass with the title to each home site. However, all installation of common portions of the system shall be undertaken by and be the responsibility of The Estates of Sanctuary Cove at Saint Andrews Sound Community Association.

The Estates of Sanctuary Cove at Saint Andrews Sound Community Association shall be responsible applying for any permits, purchasing insurance, making improvements and for collecting all neighborhood annual dues and special assessments as they might be incurred. All expenses incurred for installation, repairs, maintenance, replacement and such other costs associated with maintaining the common septic system shall be the sole responsibility the owners of the three home sites in equal shares and shall be governed by Article 3 of the Estates Declaration.

If it is determined by the Board of Directors of the Estates of Sanctuary Cove at Saint Andrews Sound Community Association that one or more user(s) of the system has caused the system to fail or require unusual repair the Board of Directors may assess that one or more user(s) to pay all of the cost of repairs and maintenance arising from the action of that such user(s). All three home site owners shall pay annually an amount required for reasonable maintenance septic system and the Board of Directors may also assess a reserve fund amount. These charges shall be over and above the regular home owner's association annual fees and special assessments.

The owners of each home site shall be solely responsible for the installation of pipes, tanks, pumps and any other portions of the sewage disposal system located on their particular homes site. Each owner must obtain all permits from the Camden County Health Department prior to installing any portion of the septic system on their site and shall allow such Health Department

agents to inspect the work so performed on their home site prior to connecting to the trunk line located in the road right away in front of their site.

The rights, benefits, obligation of the septic system may not be separated from the ownership of the home site.

Each home site shall not have more than a four (4) bedroom constructed on their lot and attached to the system.

ARTICLE 4
Operation and Maintenance

With proper use and maintenance a septic system will serve the needs of these three home sites for many years with only minimal repairs and regular maintenance. Each homeowner should obtain a copy of the onsite sewage management system inspection report from the Camden County Health Department. Any maintenance or repairs to any part of the septic system must be performed by a septage removal and disposal company or septic tank contractor certified by the Georgia Department of Human Resources.

1. All wastewater from the home shall be directed into the septic tank. This includes all sink, bath, showers, washing machines, toilets and dishwasher wastewater. Any of these wastewaters can contain disease causing organisms and pollutants. Regulations do allow the separation of black water and gray water. All gray water must be disposed of in an onsite sewage management system separate from this common system.
2. Water conservation practices to avoid overloading the onsite sewage system should be a primary concern to all users of the common septic system. The installation of water saving devices is recommended. The spacing of laundry use is recommended. Replacement of leaking faucets or toilets is a best practice to be observed by all homeowners.
3. The onsite sewage management system is designed based on an estimated daily water use. Do not direct water from gutter downspouts, sump pumps or subsurface drains into the septic tank. Excess water directed into the common septic system will cause a hydraulic failure of the system.
4. The use of commercial bathroom cleaners and anti-bacterial soaps in moderation. Treatment in the septic tank and system depends on natural bacteria. Do not introduce septic tank additives as they are not necessary for the system to function.
5. Do not pour grease, oil, paint or other chemical products down the drain. Do not put non-biodegradable items such as cigarette butts, feminine hygiene products, condoms, disposable diapers or other similar solid waste into the septic tank.

6. A properly designed septic tank system will have a septic tank with sufficient volume to accumulate solids for several years. Over time the solids accumulate and begin to fill up the septic tank. If these solids are not periodically pumped out the suspended solid particles may begin to flow into the absorption field (leach field). These solids will eventually clog the absorption field and may require the installation of a new absorption field. If your tank is not pumped out periodically, the effluent may clog your system and cause the wastewater to back up into the house.
7. The determination of when to pump out a system is dependent upon a number of factors, including the amount of use the system is subject to (number of people, amount of laundry and dishwashing). An additional factor relates to the installation of a garbage disposal system. Garbage disposal systems will significantly increase the need to pump the septic tank.
8. Failure to comply with these Covenants, Camden County Georgia Department of Health Regulations and the Rules of the Department of Human Resources Public Health, Chapter 290-5-26, as may be amended from time to time, may result in an order to cease and desist in your use of the common septic system.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF GEORGIA,

LLC


By: Patrick E. Rondeau

As: Vice President

CLERK'S NOTE: CONTINUE NEXT PAGE

ACKNOWLEDGMENT BOOK PAGE

Commonwealth of Massachusetts

1576 00822

County of Berkshire

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Patrick E. Rondeau, with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Vice President of Bluegreen Communities of Georgia, LLC, the within name Assignor and that he/she being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as Vice President.

WITNESS my hand and seal of office this 25th day of July 2011.

Kenneth A. Cardinal
Unofficial Witness

Constance P. Manuel
Notary Public



CONSTANCE P. MANUEL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2018

My Commission Expires: 7-27-18

CLERK'S NOTE: CONTINUE NEXT PAGE

BOOK PAGE

Exhibit A 1576 00823

All that tract or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Camden County, Georgia as shown on plats described as follows:

Lots 122, 123, 124, and Tract 4 located in the ESTATES OF SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE TEN, of the 33rd G.M. District, Camden County, Georgia, as shown and described in plat of survey, recorded on October 7, 2008, prepared by Phillip Jackson, Georgia Registered Land Surveyor, No. 2804, recorded in Plat Drawer D24, Map # 45, et seq., of the public records of Camden County, Georgia.

Recorded JUL 27 2011

James A. Williams
Clerk Superior Court

9/22/11

After recording return to:

Patrick E. Bondage
Bluegreen Communities
46 McArthur Drive
Chickasha, MO 64297

BOOK PAGE

1578 00666

RD
CAMDEN CO. CLERK'S OFFICE

2011 AUG 11 AM 11:30

04831

STATE OF GEORGIA Clerk
Please Cross Reference to Deed
Book 1010, Page 452; Deed Book
1364, Page 16 and Book 1576, Page
817 Camden, County, Georgia
Records

COUNTY OF CAMDEN
STATE OF GEORGIA

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

FOR

ESTATES OF SANCTUARY COVE AT ST. ANDREWS SOUND

THIS SUPPLEMENTAL DECLARATION is made this 9th day of August 2011, by Bluegreen Communities of Georgia, LLC, a Georgia Limited Liability Company, (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, which was recorded in Record Book 1010, Page 452, et seq., (hereinafter "Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia, as supplemented from time to time.

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for the Sanctuary River Club at St. Andrews Sound, which was recorded in Record Book 1364, Page 16, et seq., (hereinafter "Estates Declaration") in the records of the Clerk of the Superior Court of Camden County, Georgia.

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant did annex as a neighborhood that certain real property known as the Sanctuary River Club at Saint Andrews Sound and at the same time did change the name of the neighborhood to that of the Estates of Sanctuary Cove at Saint Andrews Sound. The annexation supplement is recorded in Record

Book 1427, Page 598 in the records of the Clerk of the Superior Court of Camden County, Georgia.

WHEREAS, pursuant to 15.2(a) of the Estate Declaration, until the termination of the Class "B" membership, the Declarant may unilaterally amend the Estate Declaration for any purpose, and

WHEREAS, the Class "B" membership has not yet been terminated.

WHEREAS, pursuant to the terms of Section 3.3 and 7.4 of the Estate Declaration, the Declarant, in its sole discretion, may establish Neighborhoods by filing Supplemental Declarations

WHEREAS, the Declarant did file a Supplemental Declaration creating a separate neighborhood within the Estates of Sanctuary Cove to handle a common septic system for home sites 122, 123, 209 and Tract 4 by document dated July 25, 2011, which is recorded in the Camden County Clerk's office in Book 1576, page 817.

WHEREAS, by inadvertent error the Exhibit A on said Supplement was incorrect and this Supplement is filed to correct and properly identify the home sites that are to be a part of the Common Septic System and are shown on the Exhibit A attached hereto.

NOW THEREFORE, pursuant to the powers retained by Declarant under the Estate Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the additional provisions that will be unique to the Exhibit "A" property, which shall apply to such property in addition to the provisions of the Declaration. Such Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon the Estates of Sanctuary Cove at St. Andrews Sound Community Association, Inc., in accordance with the terms of the Declaration.

ARTICLE I

Definitions

- A. The definitions set forth in Article I of the Estates Declaration are incorporated herein by reference.
- B. The Exhibit "A" home sites shall be collectively known as the Community Septic System and be governed as a neighborhood under the terms of the Estates Declaration.

C. The Community Septic System shall contain home sites 122, 123, 209 and that parcel of land known as Tract 4.

ARTICLE 2

Amendment to Supplemental Declaration

This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Section 15.2(a) of the Estate Declaration. Except as specifically amended hereby, the Estate Declaration and all terms thereof shall remain in full force and effect. In the event of any conflict in provisions between this Supplement and the Estate Declaration the terms of the Estate Declaration shall prevail.

ARTICLE 3

Declaration

The Community Septic System shall consist of three (3) home sites and Tract 4 (the common absorption field). Once the first of these three home sites is sold the neighborhood benefits and obligations shall become effective. Each owner shall have a right and non-exclusive easement of use, access to all common portions of the septic system, which is appurtenant to and shall pass with the title to each home site. However, all installation of common portions of the system shall be undertaken by and be the responsibility of The Estates of Sanctuary Cove at Saint Andrews Sound Community Association.

The Estates of Sanctuary Cove at Saint Andrews Sound Community Association shall be responsible applying for any permits, purchasing insurance, making improvements and for collecting all neighborhood annual dues and special assessments as they might be incurred. All expenses incurred for installation, repairs, maintenance, replacement and such other costs associated with maintaining the common septic system shall be the sole responsibility the owners of the three home sites in equal shares and shall be governed by Article 8 of the Estate Declaration.

If it is determined by the Board of Directors of the Estates of Sanctuary Cove at Saint Andrews Sound Community Association that one or more user(s) of the system has caused the system to fail or require unusual repair the Board of Directors may assess that one or more user(s) to pay all of the cost of repairs and maintenance arising from the action of that such user(s). All three home site owners shall pay annually an amount required for reasonable maintenance septic system and the Board of Directors may also assess a reserve fund amount. These charges shall be over and above the regular home owner's association annual fees and special assessments.

The owners of each home site shall be solely responsible for the installation of pipes, tanks, pumps and any other portions of the sewage disposal system located on their particular home site. Each owner must obtain all permits from the Camden County Health Department prior to installing any portion of the septic system on their site and shall allow such Health Department agents to inspect the work so performed on their home site prior to connecting to the trunk line located in the road right away in front of their site.

The rights, benefits, obligation of the septic system may not be separated from the ownership of the home site.

Each home site shall not have more than a four (4) bedroom constructed on their lot and attached to the system.

ARTICLE 4 Operation and Maintenance

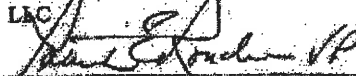
With proper use and maintenance a septic system will serve the needs of these three home sites for many years with only minimal repairs and regular maintenance. Each homeowner should obtain a copy of the onsite sewage management system inspection report from the Camden County Health Department. Any maintenance or repairs to any part of the septic system must be performed by a sewage removal and disposal company or septic tank contractor certified by the Georgia Department of Human Resources.

1. All wastewater from the home shall be directed into the septic tank. This includes all sink, bath, showers, washing machines, toilets and dishwasher wastewater. Any of these wastewaters can contain disease causing organisms and pollutants. Regulations do allow the separation of black water and gray water. All gray water must be disposed of in an onsite sewage management system separate from this common system.
2. Water conservation practices to avoid overloading the onsite sewage system should be a primary concern to all users of the common septic system. The installation of water saving devices is recommended. The spacing of laundry use is recommended. Replacement of leaking faucets or toilets is a best practice to be observed by all homeowners.

3. The onsite sewage management system is designed based on an estimated daily water use. Do not direct water from gutter downspouts, sump pumps or subsurface drains into the septic tank. Excess water directed into the common septic system will cause a hydraulic failure of the system.
4. The use of commercial bathroom cleaners and anti-bacterial soaps in moderation. Treatment in the septic tank and system depends on natural bacteria. Do not introduce septic tank additives as they are not necessary for the system to function.
5. Do not pour grease, oil, paint or other chemical products down the drain. Do not put non-biodegradable items such as cigarette butts, feminine hygiene products, condoms, disposable diapers or other similar solid waste into the septic tank.
6. A properly designed septic tank system will have a septic tank with sufficient volume to accumulate solids for several years. Over time the solids accumulate and begin to fill up the septic tank. If these solids are not periodically pumped out the suspended solid particles may begin to flow into the absorption field (leach field). These solids will eventually clog the absorption field and may require the installation of a new absorption field. If your tank is not pumped out periodically, the effluent may clog your system and cause the wastewater to back up into the house.
7. The determination of when to pump out a system is dependent upon a number of factors, including the amount of use the system is subject to (number of people, amount of laundry and dishwashing). An additional factor relates to the installation of a garbage disposal system. Garbage disposal systems will significantly increase the need to pump the septic tank.
8. Failure to comply with these Covenants, Camden County Georgia Department of Health Regulations and the Rules of the Department of Human Resources Public Health, Chapter 290-5-26, as may be amended from time to time, may result in an order to cease and desist in your use of the common septic system.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

BLUEGREEN COMMUNITIES OF GEORGIA,
LAC



By: Patrick E. Rondeau

As: Vice President

CLERK'S NOTE: CONTINUE NEXT PAGE

Exhibit A

All that tract or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Camden County, Georgia as shown on plats described as follows:

Lots 122, 123, 209, and Tract 4 located in the ESTATES OF SANCTUARY COVE AT ST. ANDREWS SOUND, PHASE TEN, of the 33rd G.M District, Camden County, Georgia, as shown and described in plat of survey, recorded on October 7, 2008, prepared by Phillip Jackson, Georgia Registered Land Surveyor, No. 2804, recorded in Plat Drawer D24, Map # 45, et-seq., of the public records of Camden County, Georgia.

ACKNOWLEDGMENT

Commonwealth of Massachusetts

County of Berkshire

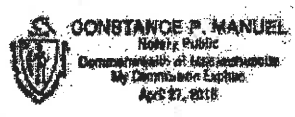
Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Patrick E. Rondeau, with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Vice President of Bluegreen Communities of Georgia, LLC, the within name Assignor and that he/she being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by him/herself as Vice President.

WITNESS my hand and seal of office this 9th day of August 2011.

Kathleen Cardinal
Unofficial Witness

Constance P. Manuel
Notary Public

My Commission Expires: 4-27-18



RECORDED AUG 11 2011

[Signature]
Clerk Superior Court

57
Please Return To:
Gilbert, Harrell,
Sumerford & Martin, P.C.
P.O. Box 7050
St. Marys, GA 31558

BOOK PAGE

1612 00491

FILED
CAMDEN CO. CLERK'S OFFICE

2012 MAY -7 PM 3: 56

Return to: (enclose self-addressed stamped envelope)

Name:
Marla Neufeld, Esq.

Address:
Trade Centre South
100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309

This Instrument Prepared by:
Marla Neufeld, Esq.
Trade Centre South
100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309

03063

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made and entered into this as of the 4th day of May 2012, by and between **Bluegreen Communities of Georgia, LLC, a Georgia limited liability company** ("Assignor") and **SouthStar at Sanctuary Cove, LLC, a Georgia limited liability company** ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound recorded in Book 1010, Page 452, Camden County, Georgia, records, (as amended, modified, supplemented or extended, the "St. Andrews Sound Declaration");

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound recorded in Book 1364, Page 00016, Camden County, Georgia, records, (as amended, modified, supplemented or extended, the "River Club Declaration")

WHEREAS, the St. Andrews Sound Declaration encumbers real property located in Camden County, Georgia as described in the Declaration (the "St. Andrews Sound Property");

WHEREAS, the River Club Declaration encumbers real property located in Camden County, Georgia as described in the Declaration (the "River Club Property");

WHEREAS, Assignor has conveyed to Assignee a portion of the St. Andrews Sound Property and the River Club Property as of the date hereof by that certain Limited Warranty Deed recorded on or about the date of the recording of this Assignment;

WHEREAS, Section 13.1 of the St. Andrews Sound Declaration and the River Club Declaration authorizes Assignor as Declarant to assign its rights and duties to a successor Declarant; and

WHEREAS, to the extent that the Assignor retains rights and duties as Declarant under the St. Andrews Sound Declaration and the River Club Declaration, Assignor has agreed to assign such rights and duties to Assignee, and Assignee has agreed to assume such rights and duties of Assignor as Declarant under the St. Andrews Sound Declaration and the River Club Declaration.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth in this Assignment are true and accurate and are incorporated herein by this reference.

2. Assignment. From and after the date of this Assignment, Assignor hereby assigns, transfers and conveys, to Assignee without recourse or warranty all of Assignor's rights titles, powers and duties as Declarant under the St. Andrews Sound Declaration and the River Club Declaration to Assignee. Assignee hereby accepts such Assignment from and after the date of this Assignment and agrees to be bound by and perform the duties and obligations of Assignor as Declarant under the St. Andrews Sound Declaration and the River Club Declaration. Assignee hereby assumes all prospective obligations of Declarant to be performed after the date hereof.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Address for Future Notices. From and after the date of this Assignment, all notices delivered to Assignee in its capacity as the successor declarant under the St. Andrews Sound Declaration and the River Club Declaration shall be given to Assignee at:

c/o SouthStar Communities, LLC
255 Alhambra Circle, Ste 325
Coral Gables, FL 33134

5. Governing Law. This Assignment shall be governed by the laws of the State of Florida and the agreed upon venue is Broward County, Florida.

6. Headings. Section headings and captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.

7. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

8. Counterparts. This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

9. Further Assurances. Assignor and Assignee each agree to execute any and all other documents which are reasonably necessary to effectuate the transfer to the extent of Assignor's interest and assignment of Declarant's rights and duties as Declarant under the St. Andrews Sound Declaration and the River Club Declaration to Assignee and Assignee's assumption of such obligations and rights to be performed from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

Witnesses:

ASSIGNOR:

Bluegreen Communities of Georgia, LLC,
a Georgia limited liability company

By: Michael D Kammer
Name: Michael D. Kammer
Its: Secretary & Authorized Person

J.M. Johnson
Print Name: J.M. Johnson

Jeremy P. Spiegel
Print Name: Jeremy P. Spiegel

STATE OF Florida
COUNTY OF Palm Beach SS:

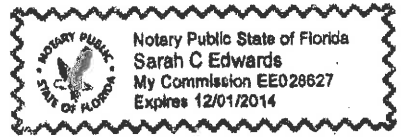
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael D. Kammer, as the Secretary of Bluegreen Communities of Georgia, LLC, freely and voluntarily under authority duly vested in him by said entity. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of April 2012.

My Commission Expires: 12/1/14

Sarah C Edwards
Notary Public
Sarah C Edwards

Typed, printed or stamped name of Notary Public



19-46

PREPARED BY AND RETURN TO:
Luis A. Espino, Esq.
Fowler Rodriguez Valdes-Fauli
355 Alhambra Cir., Suite 801
Coral Gables, FL 33134

BOOK PAGE
1617 00546

FILED
CAMDEN CO. CLERK'S OFFICE

2012 JUN 13 AM 10:02

RETURN DOCUMENT TO:
Stephen Kinney, Esq.
Gilbert, Harrell, Sumerford & Martin, P.C.
1815 Osborne Road
St. Marys, GA 31558

(3931

**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SANCTUARY COVE AT ST. ANDREWS SOUND**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND ("Amendment") is made this 5th day of June, 2012, by SOUTHSTAR AT SANCTUARY COVE, LLC ("Declarant").

STATEMENT OF BACKGROUND

WHEREAS, Declarant's predecessor prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrew Sound in Record Book 1010, Page 452, *et seq.*, Camden County, Georgia/Records, as amended and supplemented from time to time (collectively "Declaration");

WHEREAS, Declarant's predecessor intended to attach as Exhibit "C" to the Declaration the BYLAWS OF SANCTUARY COVE AT ST. ANDREWS SOUND COMMUNITY ASSOCIATION, INC. ("Bylaws");

WHEREAS, Declarant's predecessor unintentionally neglected to so attach the Bylaws to the Declaration;

WHEREAS, Declarant desires to correct the foregoing omission;

WHEREAS, pursuant to 15.2(a) of the Declaration, until termination of the Class (B) Membership, Declarant may unilaterally amend the Declaration for any purpose; and

WHEREAS, the Class (B) Membership has not been terminated.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as follows:

1. The BYLAWS OF SANCTUARY COVE AT ST. ANDREWS SOUND COMMUNITY ASSOCIATION, INC. attached to this Amendment at Schedule "1" are hereby

BOOK PAGE
1617 00548

SCHEDULE "1"

BOOK PAGE
1617 00549

EXHIBIT "C"

BY-LAWS

OF

SANCTUARY COVE AT ST. ANDREWS SOUND COMMUNITY ASSOCIATION, INC.

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS..... 1

1.1. Name 1

1.2. Principal Office 1

1.3. Definitions 1

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES..... 1

2.1. Membership 1

2.2. Place of Meetings 1

2.3. Annual Meetings 1

2.4. Special Meetings 1

2.5. Notice of Meetings 1

2.6. Waiver of Notice 2

2.7. Adjournment of Meetings..... 2

2.8. Voting 2

2.9. List for Voting 2

2.10. Proxies 2

2.11. Quorum 3

2.12. Conduct of Meetings 3

2.13. Action Without a Meeting 3

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS 3

3.1. Governing Body: Composition 3

3.2. Number of Directors 3

3.3. Directors During Class "B" Control Period 3

3.4. Nomination and Election Procedures 4

3.5. Election and Term of Office 4

3.6. Removal of Directors and Vacancies 5

3.7. Organizational Meetings 5

3.8. Regular Meetings..... 5

3.9. Special Meetings 5

3.10. Notice 5

3.11. Waiver of Notice 6

3.12. Participation in Meetings 6

3.13. Quorum of Board of Directors..... 6

3.14. Compensation 6

3.15. Conduct of Meetings 6

3.16. Open Meetings..... 7

3.17. Action Without a Formal Meeting..... 7

3.18. Powers 7

3.19. Duties..... 7

3.20. Management 8

3.21. Accounts and Reports 8

3.22. Borrowing 9

3.23. Right to Contract 9

3.24. <u>Enforcement</u>	9
ARTICLE 4: OFFICERS	10
4.1. <u>Officers</u>	10
4.2. <u>Election and Term of Office</u>	10
4.3. <u>Removal and Vacancies</u>	10
4.4. <u>Powers and Duties</u>	10
4.5. <u>Resignation</u>	10
4.6. <u>Agreements, Contracts, Deeds, Leases, Checks, Etc.</u>	10
4.7. <u>Compensation</u>	10
ARTICLE 5: COMMITTEES	10
5.1. <u>General</u>	10
5.2. <u>Covenants Committee</u>	10
5.3. <u>Neighborhood Committees</u>	11
ARTICLE 6: MISCELLANEOUS	11
6.1. <u>Fiscal Year</u>	11
6.2. <u>Parliamentary Rules</u>	11
6.3. <u>Conflicts</u>	11
6.4. <u>Books and Records</u>	11
6.5. <u>Notices</u>	12
6.6. <u>Amendment</u>	12

BY-LAWS

OF

SANCTUARY COVE AT ST. ANDREWS SOUND COMMUNITY ASSOCIATION, INC.

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1. Name. The name of the corporation is Sanctuary Cove at St. Andrews Sound Community Association, Inc. (the "Association"), a Georgia nonprofit corporation.

1.2. Principal Office. The principal office of the Association shall be located in Camden County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Sanctuary Cove at St. Andrews Sound filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Delegates and the Members as the Board may designate, either within the Properties or as convenient as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Voting Delegates. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.

2.4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Voting Delegates representing at least twenty percent (20%) of the total Class "A" votes in the Association or upon written request of the Declarant.

2.5. Notice of Meetings. Written notice stating the place, day, time and purpose of any meeting of the Voting Delegates shall be delivered to each Voting Delegate entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.

No business shall be transacted at a meeting except as stated in the notice; provided however, if Voting Delegates representing at least twenty percent (20%) of the Class "A" votes are present at an annual meeting, in person or by proxy, matters in addition to those set forth in the notice of the meeting may be voted upon without further notice to the Members.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Delegate may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof, unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Voting Delegates representing a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) Days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Voting Delegates in the manner prescribed in Section 2.5.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9. List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Voting Delegates entitled to notice of such meeting. The list shall show the address of the Voting Delegate and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10. Proxies. A Voting Delegate entitled to cast the votes for all Units within such delegates' Neighborhood may not assign the right to cast such votes by proxy, but may cast such votes only in person or through such Voting Delegate's designated alternate. Any Member who is entitled to cast only the vote(s) for such Member's Unit(s) pursuant to Section 3.4 of the Declaration may cast such vote in person or by proxy. On any matter as to which a Member is entitled to personally cast the vote for such Member's Unit, such vote may be cast in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Unit(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11. Quorum. The presence of ten percent (10%) of the Class "A" votes entitled to be cast shall constitute a quorum at all meetings of the Association. If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Voting Delegates leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Voting Delegates entitled to vote on such matter. Such consents shall be signed within sixty (60) Days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Georgia. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Voting Delegates at a meeting. Within ten (10) Days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided however, no Owner and resident representing the same Unit may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Unit is delinquent. A "resident" for the purposes of these By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Unit within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided that no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2. Number of Directors. The Board shall consist of three (3) to five (5) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) directors appointed by the Class "B" Member as provided in Section 3.3 and shall be increased as provided in Section 3.5. After the termination of the Class "B" membership, the Board may, by resolution, increase or decrease the number of directors.

3.3. Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to the qualifications for directors set forth in Section 3.1.

3.4. Nomination and Election Procedures.

(a) Nomination of Directors. The Board may establish a nominating committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. If established, the nominating committee shall be appointed by the Board not less than thirty (30) Days prior to each election to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at the election. A nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. The nominating committee shall nominate separate slates for the directors, if any, to be elected at large by all Voting Delegates, and for the director(s) to be elected by the votes within each Voting Group. In making its nominations, a nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at a meeting of the Association. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to these nomination requirements.

(b) Election Procedures. Each Voting Delegate may cast all votes assigned to the Units which such Voting Delegate represents for each position to be filled from the slate of candidates on which such Voting Delegate is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5. Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) At the first Association meeting occurring after Class "A" Members other than Builders own one thousand (1,000) Units or whenever the Class "B" Member earlier determines, the Association shall hold an election at which the Voting Delegates shall be entitled to elect one (1) of the three (3) directors, who shall be an at-large director and shall serve a term of two (2) years or until the occurrence of the event described in subsection (b), whichever is shorter. If such director's term expires prior to the occurrence of the event described in subsection (b), a successor shall be elected for a like term. The remaining two (2) directors shall be appointees of the Class "B" Member.

(b) At the first Association meeting occurring after termination of the Class "B" Control Period, an election shall be held. Four (4) directors shall be elected by the Voting Delegates. If Voting Groups have been established, one (1) director shall be elected by the Voting Delegates representing each Voting Group and any remaining directorships filled at large by the vote of all Voting Delegates. Two (2) directors shall serve a term of two (2) years, and two (2) directors shall serve a term of one (1) year, as such directors determine among themselves.

(c) Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint, remove and replace one (1) director. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Voting Delegates shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two (2) years.

(d) Upon the expiration of the term of office of each director elected by the Voting Delegates, the Voting Delegates entitled to elect such director shall elect a successor to serve a term of

two (2) years. The directors elected by the Voting Delegates shall hold office until their respective successors have been elected.

3.6. Removal of Directors and Vacancies. Any director elected by the Voting Delegates may be removed, with or without cause, by Voting Delegates representing a Majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Voting Delegates entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Delegates who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Unit that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term. Any director that the Board appoints shall be selected from among Members and residents within the Voting Group represented by the director who vacated the position.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.7. Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8. Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held during each quarter.

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.10. Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d)

telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, electronic mail, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, electronically mailed, e-mailed, or given to the telegraph company.

3.11. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12. Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.13. Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than four (4) nor more than twenty (20) Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.14. Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Voting Delegates representing a Majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.15. Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.16. Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Voting Delegates and, if required by law, all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the president may limit the time any individual may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.17. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.18. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or Georgia law do not direct to be done and exercised exclusively by the Voting Delegates or the membership generally.

3.19. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the costs of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and
- (o) indemnifying a director, officer or ARB or committee member, or former director, officer or ARB or committee member of the Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents.

3.20. Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and
- (f) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Voting Delegates representing at least sixty-seven percent (67%) of the total votes allocated to Units prior to borrowing such money.

3.23. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, within and outside the Properties.

3.24. Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee may impose a sanction without further notice to the violator.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

ARTICLE 4: OFFICERS

4.1. Officers. The officers of the Association shall be a president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more vice presidents, one or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3. Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14.

ARTICLE 5: COMMITTEES

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Class "A" Member may have more than one(1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action nor to bind the Board or the Association without the consent of the Board.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these By-Laws and, specifically, Section 5.1, the Board may appoint

a covenants committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these By-Laws.

5.3. Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board or the Association. Such Neighborhood Committees, if elected, shall consist of three (3) to five (5) Members, as determined by the vote of at least a Majority of the Owners of Units within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the meeting, notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10, and 3.11. Meetings of a Neighborhood Committee shall be open to all Owners of Units in the Neighborhood and their representatives; provided however, a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

ARTICLE 6: MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection. The Board may establish rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Voting Delegate, at the address which the Member or Voting Delegate has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Delegate; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

6.6. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. In addition, during the Development Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming these By-Laws to any mandatory provisions thereof, and (ii) to correct scrivener's errors and other mistakes of fact, provided that any

amendments under this provision have no material adverse effect on the rights of the Members. During the Development Period, any such amendment shall require the consent of the Declarant.

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. In addition, the approval requirements set forth in Article 15 of the Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Sanctuary Cove at St. Andrews Sound Community Association, Inc., a Georgia nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 6 day of May, 2009.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 6 day of May, 2009.

[Handwritten Signature] [SEAL]

Recorded JUN 13 2012

[Handwritten Signature]

Clerk Superior Court

FILED
CAMDEN CO. CLERK'S OFFICE

2014 APR 29 PM 3:06

BOOK PAGE
1711 00349
2240

Please return this instrument to:
Stephen V. Kinney
Gilbert, Harrell, Sumerford & Martin, P.C.
1815 Osborne Road
St. Marys, Georgia 31558

Cross Reference:
Deed Book 1010, Page 452
Deed Book 1364, Page 00016

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made and entered into as of the 28th day of April, 2014, by and between SouthStar at Sanctuary Cove, LLC, a Georgia limited liability company ("Assignor") and South Georgia Land Partners, LLC, a Georgia limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound recorded in Deed Book 1010, Page 452, Camden County, Georgia records (as amended, modified, supplemented or extended, the "St. Andrews Sound Declaration");

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound recorded in Book 1364, Page 00016, Camden County, Georgia records (as amended, modified, supplemented or extended, the "Estates Declaration");

WHEREAS, the St. Andrews Sound Declaration encumbers real property located in Camden County, Georgia as described in the Declaration (the "St. Andrews Sound Property");

WHEREAS, The Estates Declaration encumbers real property located in Camden County, Georgia as described in the Declaration (the "Estates Property");

WHEREAS, Assignor has conveyed to Assignee a portion of the St. Andrews Sound Property and the Estates Property as of the date hereof by that certain Limited Warranty Deed recorded on or about the date of the recording of this Assignment;

WHEREAS, Section 13.1 of the St. Andrews Sound Declaration and the Estates Declaration authorizes Assignor as Declarant to assign its rights and duties to a successor Declarant; and

WHEREAS, to the extent that the Assignor retains rights and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration, Assignor has agreed to assign such rights and duties to Assignee and Assignee has agreed to assume such rights and duties of Assignor as Declarant under the St. Andrews Sound Declaration and the Estates Declaration.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth in this Assignment are true and accurate and are incorporated herein by this reference.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee without recourse or warranty all of Assignor's rights, titles, powers and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration. Assignee hereby accepts such Assignment and agrees to be bound by and perform the duties and obligations of Assignor as Declarant under the St. Andrews Sound Declaration and the Estates Declaration from and after the date of this Assignment. Assignee hereby assumes all prospective obligations of Declarant to be performed after the date hereof.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Address for Future Notices. From and after the date of this Assignment, all notices delivered to Assignee in its capacity as the successor Declarant under the St. Andrews Sound Declaration and the Estates Declaration shall be given to Assignee at:

South Georgia Land Partners, LLC
665 Simonds Rd.
Williamstown, MA 01267
Attn: Michelle Manners
Email: MManners@Inlandinc.com

5. Governing Law. This Assignment shall be governed by the laws of the State of Georgia and the agreed upon venue is Camden County, Georgia.

6. Headings. Section headings and captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.

7. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

8. Counterparts. This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

9. Further Assurances. Assignor and Assignee each agree to execute any and all other documents which are reasonably necessary to effectuate the transfer to the extent of Assignor's interest and assignment of Declarant's rights and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration to Assignee and Assignee's assumption of such obligations and rights to be performed from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

ASSIGNOR:

Southstar at Sanctuary Cove, LLC,
a Georgia limited liability company

By: **Southstar Communities, LLC**
a Delaware limited liability company
its Managing Member

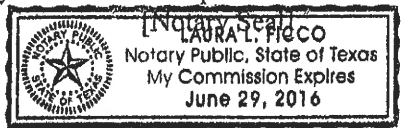
By: Jesse Keasler
Jesse Keasler
Its Assistant VP of Operations

Signed, sealed and delivered
in the presence of:

Christen Baker
Unofficial Witness

Wanda Hico
Notary Public

My Commission Expires:



Signed, sealed and delivered before
me in the presence of:

Unofficial Witness

Notary Public

ASSIGNEE:

South Georgia Land Partners, LLC
a Georgia limited liability company

By: **National Land Partners II, LLC,**
a Delaware limited liability company
Its: Manager

By: **American Land Partners, Inc.,**
A Delaware corporation;
Its: Manager

By: _____
Print Name: _____
Title: _____

CLERK'S NOTE CONTINUE NEXT PAGE

8. Counterparts. This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

9. Further Assurances. Assignor and Assignee each agree to execute any and all other documents which are reasonably necessary to effectuate the transfer to the extent of Assignor's interest and assignment of Declarant's rights and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration to Assignee and Assignee's assumption of such obligations and rights to be performed from and after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

ASSIGNOR:

**Southstar at Sanctuary Cove, LLC,
a Georgia limited liability company**

Signed, sealed and delivered
in the presence of:

By: **Southstar Communities, LLC**
a Delaware limited liability company
its Managing Member

Unofficial Witness

By: _____
Jesse Keasler
Its Assistant VP of Operations

Notary Public

My Commission Expires:
[Notary Seal]

ASSIGNEE:

**South Georgia Land Partners, LLC
a Georgia limited liability company**

Signed, sealed and delivered before
me in the presence of:

By: **National Land Partners II, LLC,**
a Delaware limited liability company
Its: Manager

SPO

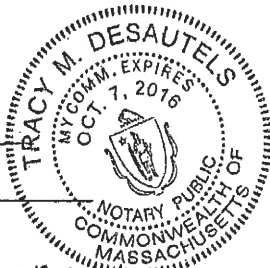
Unofficial Witness

By: **American Land Partners, Inc.,**
A Delaware corporation;
Its: Manager

Chapman

Notary Public

By: _____
Print Name: Timothy D Smith
Title: Treasurer



My Commission Expires: Oct 7, 2016
[Notary Seal]

Recorded APR 29 2014

Timothy D. Smith
Clerk of Court

4
3-1
4/1/14

FILED
CAMDEN CO. CLERK'S OFFICE

2014 APR 29 PM 3:07

BOOK PAGE

1711 00372

224a

Please return this instrument to:
Stephen V. Kinney
Gilbert, Harrell, Sumerford & Martin, P.C.
1815 Osborne Road
St. Marys, Georgia 31558

STATE OF GEORGIA
COUNTY OF CAMDEN

COLLATERAL ASSIGNMENT OF DECLARANT'S RIGHTS

THIS COLLATERAL ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is made and entered into as of this 28th day of April, 2014 by South Georgia Land Partners, LLC, a Georgia limited liability company ("Assignor"), to and in favor and for the benefit of SouthStar at Sanctuary Cove, LLC, a Georgia limited liability company ("Assignee").

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Loan: Certain Definitions. Assignee made a loan to Assignor in the original principal amount of One Million Six Hundred Fifty Thousand and No/100 Dollars (\$1,650,000.00) (the "Loan"), pursuant to the terms and conditions of that certain Promissory Note dated April 28th, 2014 (the "Note"), executed by Assignor in favor of Assignee, which Loan is secured by (1) a Deed to Secure Debt dated of even date as the Note, executed by Assignor, as grantor, to Assignee, as beneficiary, recorded in Deed Book 1711, Page 353, Camden County, Georgia, records (the "Security Deed"); (2) a Collateral Assignment of Contracts and Rights, dated of even date as the Note, executed by Assignor, as grantor, to Assignee, as beneficiary, recorded in Deed Book 1711, Page 371a, Camden County, Georgia, records (the "Collateral Assignment of Contracts and Rights"); (3) a Security Agreement dated of even date herewith, executed by Assignor and Assignee (the "Security Agreement"); and (4) this Assignment. (the Note, the Security Deed, the Collateral Assignment of Contracts and Rights, the Security Agreement and this Assignment are collectively referred to as the "Loan Documents"). Unless otherwise provided herein, all capitalized terms used herein shall have the meanings ascribed to such terms by the Security Deed.

2. Assignment of Rights as Declarant under Declaration. Assignor hereby assigns, transfers, conveys and sets over to Assignee, all of Assignor's right, title and interest as the "Declarant" in, to and

under (i) that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in Deed Book 1010, Page 452, Camden County, Georgia, records, (as amended, modified, supplemented or extended, the "St. Andrews Sound Declaration") and encumbering the real property more particularly described in the St. Andrews Sound Declaration (the "St. Andrews Sound Property") and (ii) that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound recorded in Deed Book 1364, Page 00016, Camden County, Georgia, records (as amended, modified, supplemented or extended, the "Estates Declaration") and encumbering the real property more particularly described in the Estates Declaration (the "Estates Property"). Assignor's right, title and interest as "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration are hereby assigned to Assignee as security for Assignor's obligations under the Loan Documents and for Assignor's performance and compliance with all monetary and non-monetary terms, covenants and conditions set forth in the Loan Documents, but excludes the obligations of, or any liability for any breach by, Assignor as "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration. Upon the occurrence of an Event of Default under any of the Loan Documents (an "Event of Default") that is not waived in writing by Assignee, Assignor's right to act as the "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration shall immediately and automatically be revoked upon written notice from Assignee to Assignor, without the need of possession, foreclosure or any other act or procedure, and all of Assignor's right to act as the "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration assigned hereby shall thereafter be exercised solely by Assignee. Assignee shall not exercise its rights under this Section 2 until the occurrence of an Event of Default. In the event Assignee waives any such Event of Default in writing, Assignee shall reinstate Assignor's right to act as the "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration. Thereafter, Assignor shall continue to have the right to act as the "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration unless and until another Event of Default occurs under any of the Loan Documents, at which time Assignor's rights will, once again, automatically be revoked upon written notice from Assignee to Assignor, without the need of possession, foreclosure or any other act or procedure pursuant to the terms and provisions of this Assignment.

3. Covenants and Agreements of Assignor. Assignor covenants and agrees so long as the Debt to Assignee remains outstanding that: (a) Assignor shall not modify or amend the St. Andrews Sound Declaration or the Estates Declaration without the prior written approval of Assignee and any such action by Assignor shall be invalid without such written approval of Assignee, which consent shall not be unreasonably withheld, and (b) Assignor shall not further assign, sell, pledge, mortgage or otherwise transfer or encumber its interest in the St. Andrews Sound Declaration and the Estates Declaration so long as this Assignment is in effect.

4. Power of Attorney. Assignor hereby irrevocably constitutes and appoints Assignee as its attorney-in-fact, effective upon the occurrence of an Event of Default, to demand, receive and enforce Assignor's rights as Declarant under the St. Andrews Sound Declaration and the Estates Declaration for and on behalf of and in the name of Assignor or, at the option of Assignee, in the name of Assignee with the same force and effect as Assignor could do if this Assignment had not been made.

5. Remedies Cumulative. Upon the occurrence of any Event of Default, Assignee may, after written notice given to Assignor, without affecting any of its rights or remedies against Assignor under any other instrument, document or agreement, exercise its rights under this Assignment as Assignor's attorney-in-fact or in any other manner permitted by law, and, in addition, Assignee shall have and possess, without limitation, any and all rights and remedies otherwise provided at law or in equity and any rights and remedies specified in the other Loan Documents.

6. Assumption by Assignee. Assignor agrees that Assignee does not assume any of Assignor's obligations or duties concerning the St. Andrew Sound Declaration or the Estates Declaration unless and until an Event of Default shall exist and Assignee shall expressly assume the obligations of Declarant under the St. Andrews Sound Declaration or the Estates Declaration by written notice to Assignor. Upon giving such notice, if any, Assignee shall assume the obligations of Assignor under the St. Andrews Sound Declaration and the Estates Declaration from and after the date of such notice. Assignor agrees that: (a) any such assumption by Assignee of Assignor's obligations under the St. Andrews Sound Declaration or the Estates Declaration shall be solely prospective, (b) Assignee shall have no liability for the antecedent obligations, duties and defaults of Assignor prior to the date of such express assumption, and (c) Assignor shall be released from such prospective obligations that occur after the date of such express assumption.
7. Liability of Assignor and Assignee. Except as set forth in Section 6 above, nothing in this Assignment shall relieve Assignor of any obligation or liability under or with respect to the St. Andrews Sound Declaration and the Estates Declaration or be construed to impose any liability or obligation upon Assignee under or with respect to the St. Andrews Sound Declaration and the Estates Declaration. Assignee shall not be liable for any default by Assignor under the St. Andrews Sound Declaration and the Estates Declaration, including, without limitation, failure to pay assessments or other amounts due and owing by the "Declarant" under the St. Andrews Sound Declaration and the Estates Declaration prior to the date that Assignee assumes the obligations of the "Declarant" in writing.
8. Further Instruments. Assignor agrees to execute upon demand by Assignee such other documents and perform such other acts as may be necessary: (a) to enforce the rights assigned hereunder, including, without limitation, any and all documents required by Assignee to reflect, perfect, or continue Assignee's security interest in, or other rights with respect to the St. Andrews Sound Declaration and the Estates Declaration, (b) to carry out the purpose and intent of this Assignment, or (c) to enforce any right or rights hereunder.
9. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.
10. Binding on Successors: Assignments by Assignee. Subject to the limitation on further assignment by Assignor set forth in Section 3 hereof, this Assignment shall be binding upon and inure to the benefit of the assigns and successors-in-interest of the Assignor and Assignee (including, but not limited to, any purchaser of the Property at a foreclosure sale or by conveyance in lieu of foreclosure and any purchaser of the Property from Assignee following a foreclosure sale or conveyance in lieu of foreclosure). In connection with the sale of all or any part of Assignee's interest in the Loan, Assignee may, in Assignee's sole discretion, assign its rights, title and interests in, to and under the St. Andrews Sound Declaration and the Estates Declaration to any persons or entities upon notice to Assignor, but without any further requirement for Assignor's consent, and any such reassignment shall be valid and binding upon Assignor as fully as if it had expressly approved the same. In the event of such assignment, all obligations and liabilities shall be the responsibility of the party to whom Assignee's interest is assigned or transferred. Upon performance of all terms of and payment in full of the Note and the performance of and satisfaction of all of Assignor's obligations under the Security Deed, this Assignment shall terminate in its entirety without the necessity of any further act by Assignor or Assignee.
11. Indemnification. Assignor hereby agrees to indemnify and to defend and hold Assignee harmless against and from all liability loss, damage and expense, including reasonable attorneys' fees, which it may or shall incur by reason of this Assignment, or by reason of any commercially reasonable action taken in good faith by Assignee hereunder or with respect to the Assigned Contracts and Rights and against and from any and all claims and demands whatsoever which may be asserted against Assignee

by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Contracts and Rights.

12. Notice. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered in accordance with the notice provisions contained in the Security Deed.

13. Headings. Section headings and captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.

14. Severability. The invalidity or unenforceability of any one or more provisions of this Assignment shall in no way affect any other provision.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has executed this Collateral Assignment of Declarant's Rights as of the day and year first set forth above.

ASSIGNOR:

Signed, sealed and delivered before me in the presence of:

[Signature]
Unofficial Witness

South Georgia Land Partners, LLC
a Georgia limited liability company

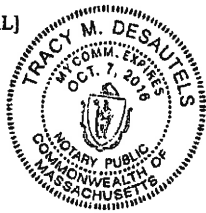
By: National Land Partners II, LLC,
a Delaware limited liability company
Its: Manager

By: American Land Partners, Inc.,
A Delaware corporation;
Its: Manager

[Signature]
By: Timothy D. Smith
Print Name: Timothy D. Smith
Title: Treasurer

[Signature]
Notary Public

[NOTARY SEAL]



Recorded FEB 29 2014
[Signature]
Clerk of Court

JUL 21 PM 12:28

FILED
CAMDEN CO. CLERK'S OFFICE

BOOK PAGE

2014 JUL 21 PM 2:10

1720

00838

003861

Return to:
Robert M. Cunningham
Hunter Maclean
777 Gloucester Street, Suite 400
Brunswick, GA 31520

STATE OF GEORGIA
COUNTY OF CAMDEN

Cross-reference to:
Deed Book 1010, Page 452; and,
Deed Book 1364, Page 16.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SANCTUARY COVE AT ST. ANDREWS SOUND

AND

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE ESTATES OF SANCTUARY COVE
AT ST. ANDREWS SOUND

THIS AMENDMENT is made this 17th day of July, 2014, by
South Georgia Land Partners, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

I. Amendment to Sanctuary Cove Covenants

WHEREAS, Declarant's predecessors prepared and filed for record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in Deed Book 1010, Page 452, Camden County, Georgia real estate records, as amended and supplemented (collectively, "Cove Declaration");

WHEREAS, pursuant to Section 15.2(a) of the Cove Declaration, until the termination of the Class "B" membership, Declarant may unilaterally amend the Cove Declaration for any purpose;

WHEREAS, the Class "B" membership has not yet been terminated;

NOW, THEREFORE, Declarant hereby amends the Cove Declaration as follows:

Section 3.2(b)(ii) is amended to read as follows:

"(ii) December 31, 2027; or"

BOOK PAGE
1720 00839

II. Amendment to Estates of Sanctuary Cove Covenants

WHEREAS, Declarant's predecessors prepared and filed for record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound, recorded in Deed Book 1364, Page 16, Camden County, Georgia real estate records, as amended and supplemented, one of such amendments being at Deed Book 1427, Page 598, said records, changing the name of the community to be "The Estates of Sanctuary Cove at St. Andrews Sound" (collectively, "Estates Declaration");

WHEREAS, pursuant to Section 15.2 (a) of the Estates Declaration, until the termination of the Class "B" membership, Declarant may unilaterally amend the Estates Declaration for any purpose;

WHEREAS, the Class "B" membership has not yet been terminated;

NOW, THEREFORE, Declarant hereby amends the Estates Declaration as follows:

A. Section 5.2 is amended to read as follows:

"5.2. Owner's Responsibility.

Each Owner shall maintain his or her unit, including all structures, debris removal, parking areas, landscaping and other flora and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. With respect to any Unit upon which a dwelling has not yet been constructed, such maintenance responsibility shall include, but is not limited to, the removal of debris, all litter and trash and lot mowing as reasonably necessary to avoid the Unit appearing unsightly or overgrown. Each Owner shall also maintain all landscaping, irrigation and other improvements in the right-of-way immediately adjacent to the Owner's Unit to the back of curb or road paving, edge of water, lakes or marsh. In addition to any other enforcement rights, if an owner fails to perform properly his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section 8.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation."

B. Section 9.5.(b)(iv), second paragraph, is amended to read as follows:

“No mobile home, trailer home, travel trailer, recreational vehicle or camper shall be stored, parked, or otherwise allowed to be placed on a Unit except in a garage, or in the rear of the Unit, behind the home and screened from view.”

C. Section 9.5.(b)(iv), third paragraph, is amended to read as follows:

“In addition, a modular home or manufactured home may be placed, erected, constructed and permitted within the Properties provided such home meets applicable Design Standards and Guidelines for the Properties and is approved in advance by the ARB. The unauthorized placement of prefabricated or transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector shall not exempt such structure from the requirement that such structure be approved in advance of placement on a Unit, by the ARB. All structures, such as sheds and gazebos, must be submitted for review by the ARB in strict accordance with Article 9 of the Declaration.”

D. Section 9.5.(b)(xi) is amended to read as follows:

“(xi) Dwelling Units. Structural improvements on a Unit may not exceed thirty-five feet (35’) in height and shall have a private garage for not less than one (1) car nor more than four (4) cars.”

E. Section 10.4.(a) is amended to read as follows:

“(a) Owners are encouraged to park automobiles, trucks, vans, and motorcycles in the garages serving the Units. Such vehicles may be parked in the driveways serving the Units; provided, however, commercial vehicles must be parked in the garage serving a Unit or in the rear of the Unit, behind the home and screened from view. Commercial vehicles, as used herein, shall be deemed to include vehicles not permitted on or licensed for use on public roadways, vehicles too large to fit within a standard one-car garage and/or vehicles upon which business lettering, logos, contact information, and the like exceeds twenty-five percent (25%) of the total surface area of such vehicle, excluding undercarriage. No automobile, truck, van or motorcycle may be left upon any portion of the Properties, except in a garage, if it is unlicensed, unsightly or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicles shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on

pathways or unpaved Common Areas except for public safety vehicles authorized by the Board and vehicles used by the Association or the owner of a Private Amenity in maintenance of all or a portion of the Properties or Private Amenity.”

F. Section 10.18. is amended to read as follows:

“10.18. Lakes, Ponds and Streams. No swimming, wading, or personal entry of any fashion is permitted in the lakes, ponds or streams within or adjacent to the Properties and shall be prohibited.

Only non-motorized boats or boats powered by electric motors, sixteen feet (16’) in length or less, are permitted on the lakes, ponds, and streams within the Properties. No boats of any kind shall be left on the lakes, ponds, streams, or banks adjacent to same after use or overnight; provided, however, boats may be left in the water if moored to an approved dock or, in the case of a kayak or canoe, on an approved dock. Boats may be launched and landed only from or upon Units abutting a lake, pond, or stream.

The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams with the Properties.”

G. Section 10.21. is amended to read as follows:

“10.21. Lake Docks. In accordance with applicable Design Standards and Guidelines for the Properties, and with prior written approval by the ARB, docks, decks, and gazebos are permitted on the lakes, ponds, streams and banks adjacent to same, within the Properties. In addition to prior approval by the ARB, such structures must comply with all applicable local and state ordinances and regulations.”

H. Section 10.23. is amended to read as follows:

“10.23. Fishing. No fishing is permitted in the lakes, ponds, and streams within the Properties except by the Owner of a Unit or an invited guest of such Owner. Owners, and their invited guests, of Units located on a lake, pond, or stream are permitted to fish from their Unit. Owners, and their invited guests, of Units not adjacent to a lake, pond, or stream are permitted to fish only from Common Areas adjacent to lakes, ponds, or streams as shown on the recorded Plat of the Properties. Fishing is not permitted within the fifteen foot (15’) easement area adjacent to lakes reserved to all Unit Owners on the recorded Plats of the Properties, except by Owners whose Unit abuts a lake. Owners of Units adjacent to Little

Satilla River and Big Branch Creek, and their invited guests, are permitted to fish from their Units.”

I. Section 10.25. is amended to read as follows:

“10.25. First Floor Elevation. Several home sites within the community are within the AE flood hazard zone. Home sites in these zones are required by law to build the first floor elevation above the flood elevation indicated for the flood hazard zone in which they lie.”

Except as specifically amended hereby, all terms and provisions of the Cove Declaration and the Estates Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has, by and through its duly authorized agent, executed this Amendment on the day and year first above written.

SOUTH GEORGIA LAND PARTNERS, LLC,
a Georgia limited liability company

By: National Land Partners II, LLC,
a Delaware limited liability company,
Its: Manager

By: American Land Partners, Inc.,
a Delaware corporation,
Its: Manager

Signed, sealed and delivered
in the presence of:

By: Alan L. Murray
Print name: ALAN L. MURRAY
Title: VICE PRESIDENT

Michelle Harris

[Signature]

Notary Public
My Commission Expires: Oct 7, 2016
(Notary Seal)



Recorded NOV 21 2014
[Signature]
Clerk of Court

1/20/14
x2

FILED
CAMDEN CO. CLERK'S OFFICE

BOOK PAGE
1726 00253

2014 SEP -5 PM 2: 06

004837

SEP 5 PM 12:03

Return to:
Robert M. Cunningham
Hunter Maclean
777 Gloucester Street, Suite 400
Brunswick, GA 31520

STATE OF GEORGIA
COUNTY OF CAMDEN

Cross-reference to:
Deed Book 1010, Page 452;
Deed Book 1364, Page 16;
Deed Book 1576, Page 808;
and, Deed Book 1576, Page 811.

TERMINATION OF COVENANTS AND RESTRICTIONS

THIS TERMINATION is made this 3rd day of SEPTEMBER, 2014, by South Georgia Land Partners, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant's predecessors prepared and filed for record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in Deed Book 1010, Page 452, Camden County, Georgia real estate records, as amended and supplemented (collectively, "Cove Declaration");

WHEREAS, Declarant's predecessors prepared and filed for record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound, recorded in Deed Book 1364, Page 16, Camden County, Georgia real estate records, as amended and supplemented, one of such amendments being at Deed Book 1427, Page 598, said records, changing the name of the community to be "The Estates of Sanctuary Cove at St. Andrews Sound" (collectively, "Estates Declaration");

WHEREAS, Declarant's predecessors prepared and filed for record that certain Declaration of Restrictive Covenant, dated July 14, 2011, and recorded in Deed Book 1576, Page 808, Camden County, Georgia real estate records ("Dock Covenant");

WHEREAS, Declarant's predecessors prepared and filed for record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Estates of Sanctuary Cove at St. Andrews Sound, dated July 14, 2011, recorded in Deed Book 1576, Page 811, Camden County, Georgia real estate records ("Dock Club Covenant");

WHEREAS, pursuant to Section 15.2(a) of the Cove Declaration, until the termination of the Class "B" membership, Declarant may unilaterally amend the Cove Declaration for any purpose;

1726 254
BOOK PAGE

WHEREAS, pursuant to Section 15.2 (a) of the Estates Declaration, until the termination of the Class "B" membership, Declarant may unilaterally amend the Estates Declaration for any purpose;

WHEREAS, the Class "B" membership has not yet been terminated;

NOW, THEREFORE, Declarant hereby amends the Dock Covenant by terminating same in its entirety.

FURTHER, Declarant hereby amends the Dock Club Covenant by terminating same in its entirety.

HEREAFTER, neither the Dock Covenant nor the Dock Club Covenant shall have any force or effect upon the property subjected thereto, being Lots No. 121, 122, 123, and 124 of The Estates of Sanctuary Cove at St. Andrews Sound, as shown upon that certain Plat of Survey recorded in Plat Drawer 24, Pages 42-49, Camden County, Georgia real estate records. It is the intent of Declarant and purpose of this Termination, to remove the restrictions and covenants set forth in the Dock Covenant and the Dock Club Covenant from any effect or application whatsoever to the above said Lots No. 121, 122, 123, and 124.

Except as specifically amended hereby, all terms and provisions of the Cove Declaration and the Estates Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has, by and through its duly authorized agents, executed this Amendment on the day and year first above written.

SOUTH GEORGIA LAND PARTNERS, LLC,
a Georgia limited liability company

By: National Land Partners II, LLC,
a Delaware limited liability company,
Its: Manager

By: American Land Partners, Inc.,
a Delaware corporation,
Its: Manager

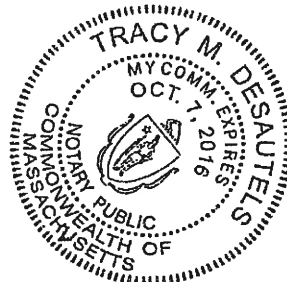
Signed, sealed and delivered
in the presence of:

Julie Rawells

[Signature]

Notary Public
My Commission Expires: OCT 7, 2016
(Notary Seal)

By: Alan L. Murray
Print name: ALAN L. MURRAY
Title: Vice President



Recorded 1 SEP 05 2014
[Signature]
Clerk of Court

1200
15

CAMDEN CO. CLERK'S OFFICE

BOOK PAGE

003690

2015 JUN -8 PM 1:13

1759 00304

Return to:
Robert M. Cunningham
HunterMaclean
777 Gloucester Street, Suite 400
Brunswick, GA 31520

STATE OF GEORGIA
COUNTY OF CAMDEN

Cross-reference to:
Deed Book 1720, Page 838,
Deed Book 1726, Page 253.

**APPROVAL OF AMENDMENT
AND TERMINATION OF COVENANTS**

THIS APPROVAL is made by SouthStar at Sanctuary Cove, LLC ("SouthStar"), a Georgia limited liability company, in favor of South Georgia Land Partners, LLC ("South Georgia"), a Georgia limited liability company.

WHEREAS, SouthStar's predecessor prepared and filed for record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound, recorded in Deed Book 1010, Page 452, Camden County, Georgia real estate records, as amended and supplemented (collectively, "Cove Declaration");

WHEREAS, SouthStar's predecessor prepared and filed for record that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound, recorded in Deed Book 1364, Page 16, said records, as amended and supplemented, one of such amendments being at Deed Book 1427, Page 598, said records, changing the name of the community to "The Estates of Sanctuary Cove at St. Andrews Sound" (collectively, "Estates Declaration");

WHEREAS, South Georgia heretofore recorded that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound and Amendment to Declaration of Covenants, Conditions and Restrictions for The Estates of Sanctuary Cove at St. Andrews Sound, as an amendment to the Cove Declaration and the Estates Declaration, in Deed Book 1720, Page 838, ("Amendment to Covenants"), said records;

WHEREAS, South Georgia heretofore recorded that certain Termination of Covenants and Restrictions, as a termination of certain covenants and restrictions within the Cove Declaration and the Estates Declaration, in Deed Book 1726, Page 253, ("Termination of Covenants"), said records;

WHEREAS, SouthStar expressly approved the Amendment to Covenants and the Termination of Covenants prior to the recording of said instruments by South Georgia;

WHEREAS, SouthStar and South Georgia desire to record the facts of said prior approvals and the present approval of said Amendment to Covenants and said Termination of Covenants;

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, SouthStar acknowledges and states as follows:

1. SouthStar confirms its prior approval given to South Georgia in advance of the said recording of the Amendment to Covenants, ratifies as of its recording date the Amendment to Covenants, and waives any right or interest relative to the validity of the Amendment to Covenants.
2. SouthStar confirms its prior approval given to South Georgia in advance of the said recording of the Termination of Covenants, ratifies as of its recording date the Termination of Covenants, and waives any right or interest relative to the validity of the Termination of Covenants.
3. SouthStar hereby approves the terms and provisions of the Amendment to Covenants and Termination of Covenants as previously recorded and as may be re-recorded following the recording of this Approval of Amendment and Termination of Covenants.

IN WITNESS WHEREOF, SouthStar has executed and delivered this instrument by and through its duly authorized officer on this the 19 day May, 2015.

Signed, sealed and delivered in the presence of:

SouthStar at Sanctuary Cove, LLC

By: Southstar Communities, LLC,
a Delaware limited liability company
Its Managing Member

A. F. Hulle
Unofficial Witness
Heather Hayes
Notary Public
Commission Expiration Date: 2018

By: [Signature]
Print Name: John R. Rahn
Print Title: _____

[NOTARIAL SEAL]



Recorded JUN - 8 2015
[Signature]
Clerk of Court

3
9/12/18
+4

BOOK 000075
FILED IN OFFICE
1/6/2018 08:45 AM
BK:1898 PG:221-225
JOY LYNN TURNER
CLERK OF SUPERIOR COURT
CAMDEN COUNTY

Record and return to:
HUNTER, MACLEAN, EXLEY & DUNN, P.C.
777 Gloucester Street, Suite 400
Brunswick, Georgia 31520

Ad-7

Cross-Index to:
Deed Book 1010, Page 452
Deed Book 1364, Page 16

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS ("Assignment") is made and entered into as of the 29th day of December, 2017 by and between SOUTH GEORGIA LAND PARTNERS, LLC, a Georgia limited liability company ("Assignor") and TCM CAMDEN, LLC, a Georgia limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary Cove at St. Andrews Sound recorded in Deed Book 1010, Page 452, Camden County, Georgia records (as amended, modified, supplemented or extended, the "St. Andrews Sound Declaration").

WHEREAS, Assignor is Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sanctuary River Club at St. Andrews Sound recorded in Book 1364, Page 16, Camden County, Georgia records (as amended, modified, supplemented or extended, the "Estates Declaration");

WHEREAS, the St. Andrews Sound Declaration encumbers real property located in Camden County, Georgia, as described in the Declaration (the "St. Andrews Sound Property");

WHEREAS, The Estates Declaration encumbers real property located in Camden County, Georgia as described in the Declaration (the "Estates Property");

WHEREAS, Assignor has conveyed to Assignee a portion of the St. Andrews Sound Property and the Estates Property as of the date hereof by that certain Limited Warranty Deed recorded on or about the date of the recording of this Assignment;

WHEREAS, Section 13.1 of the St. Andrews Sound Declaration and the Estates Declaration authorizes Assignor as Declarant to assign its rights and duties to a successor Declarant; and

WHEREAS, to the extent that the Assignor retains rights and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration, Assignor has agreed to assign such rights and duties to Assignee and Assignee has agreed to assume such rights and duties of Assignor as Declarant under the St. Andrews Sound Declaration and the Estates Declaration.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth in this Assignment are true and correct and are incorporated herein by reference.

2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, titles, powers and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration. Assignee hereby accepts such Assignment and agrees to be bound by and perform the duties and obligations of Assignor as Declarant under the St. Andrews Sound Declaration and the Estates Declaration from and after the date of this Assignment.

3. Indemnifications. Assignor represents and warrants that the representations made by Assignor, as Declarant, in the Association and Declarant Estoppel Certificate dated the same date hereof, are true and accurate in all respects. Assignor hereby indemnifies and agrees to hold harmless Assignee from any claim, loss, cost or expense (including attorneys' fees) which Assignee may suffer as the result of said representations and warranties being untrue or incorrect or as a result of Assignor having breached any of its duties or obligations as Declarant on or before the date hereof. Assignee hereby indemnifies and agrees to hold harmless Assignor from any loss, cost or expense (including attorneys' fees) which Assignor may suffer as the result of Assignee breaching any of its duties or obligations as Declarant from and after the date hereof.

4. Successors and Assigns. This Assignment shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

5. Address for Future Notices. From and after the date of this Assignment, all notices delivered to Assignee in its capacity as the successor Declarant under the St. Andrews Sound Declaration and the Estates Declaration shall be given to Assignee at:

TCM Camden, LLC
P.O. Box 14044
Savannah, Georgia 31416
Attn: Chris Mercer
Email: chrismercer34@hotmail.com

6. Governing Law. This Assignment shall be governed by the laws of the State of Georgia and the agreed upon venue is Camden County, Georgia.

7. Headings. Section headings and captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.

8. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

9. Counterparts. This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached

from the counterparts and attached to a single copy of this document to physically form one document.

10. Further Assurances. Assignor and Assignee each agree to execute any and all other documents which are reasonably necessary to effectuate the transfer and assignment of Declarant's rights and duties as Declarant under the St. Andrews Sound Declaration and the Estates Declaration to Assignee and Assignee's assumption of such obligations and rights to be performed from and after the date hereof, as set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

ASSIGNOR:


SOUTH GEORGIA LAND PARTNERS, LLC, a Georgia limited liability company

By: National Land Partners II, LLC, a Delaware limited liability company, Manager

By: American Land Partners, Inc., a Delaware corporation, Manager


By: Timothy D. Smith
Its: Treasurer

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: Oct 12, 2023

(Notary Seal)

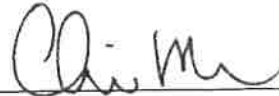


[Assignee Signature Page Follows]

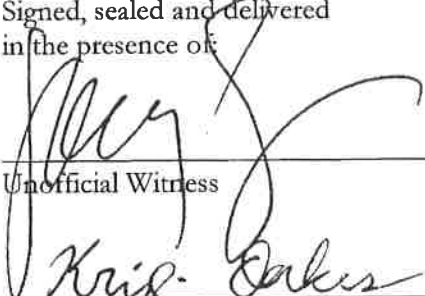
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

ASSIGNEE:

TCM CAMDEN, LLC,
a Georgia limited liability company

By: 
Name: Chris Mercer
Its: Managing Member

Signed, sealed and delivered
in the presence of


Unofficial Witness

Kristi Oakes
Notary Public

My Commission Expires: 4-6-21

(Notary Seal)

