

STATE OF GEORGIA)
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COUNTY OF BRYAN)

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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DUNHAM MARSH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DUNHAM MARSH ("Declaration"), is made on the date hereinafter set forth by Dunham Marsh Partners, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real property in Bryan County, Georgia, more particularly described on Exhibit A attached hereto, which upon being made subject to this Declaration by means of Supplemental Declarations or as otherwise provided herein shall be referred to as the "Property"; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation, protection and control of the Property to adopt certain covenants, conditions and restrictions for the Property, and create an association to which will be delegated and assigned certain powers of maintaining and administering the Property, administering and enforcing such covenants, conditions and restrictions, and collecting and expending for the purposes set forth herein the assessments hereinafter described; and

WHEREAS, it is in the interest and to the advantage of Declarant and to each Person (as such term is defined herein) who or which shall hereafter acquire title to any portion of the Property that such covenants, conditions and restrictions be imposed upon the Property;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant does hereby declare that all of the Property and any Additional Property subjected to this Declaration as provided herein shall be held, transferred, sold, conveyed and occupied subject to the easements, restrictions, covenants, charges, liens and affirmative obligations and conditions hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding on all Persons having or hereafter acquiring any right, title or interest in the Property, or any part thereof, and such Person's heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I
Definitions

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

"Additional Property" shall mean and refer to all real property adjacent to the real property described on Exhibit A or within five (5) miles of any part of such real property.

"Affiliate" shall mean any Person who, with respect to another Person, (i) controls, is controlled by or is under common control with, such other Person, and (ii) if the Person is an individual, is a member of such Person's immediate family.

"Architectural Review Committee" or "ARC" shall mean the committee established pursuant to Article IV, Section 3 herein.

"Articles of Incorporation" shall mean the Articles of Incorporation of Dunham Marsh Homeowners Association, Inc., as filed with the Secretary of State of the State of Georgia, as amended from time to time.

"Assessments" means and includes all Annual Assessments, Special Assessments, Specific Assessments and Bulk Services Assessments, as set forth in Article III of this Declaration.

"Association" shall mean and refer to the Dunham Marsh Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

"Attached Housing Unit" shall mean and refer to any condominium, apartment, fee simple patio home or the like, designed for occupancy by a Single-Family and located on a Lot for which an Attached Housing Unit may be allowed, as shown on the Development Plan.

"Board of Directors" or "Board" shall mean the Board of Directors of the Association.

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

"Bulk Services Agreements" shall mean and refer to those agreements, however titled or captioned, between the Declarant and/or the Association and one or more Service Providers for the purpose of providing telecommunications or similar services to Owners and Occupants.

"By-Laws" shall mean the By-Laws of The Dunham Marsh Homeowners Association, Inc., as amended from time to time.

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"Common Area" means all real property, including easements, and the improvements thereon, which the Association owns, leases or holds possessory or use rights in for the use, benefit or enjoyment of the Owners, Occupants, and their respective guests and invitees, subject to the Governing Documents. The term shall also include any Exclusive Common Area.

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"Common Expenses" shall mean and refer to all costs and expenses incurred, or reserved in anticipation of being incurred, by the Association in performing its functions and fulfilling its obligations under the Governing Documents.

"Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, improvements or other activity generally prevailing throughout the Development, as initially established by the Declarant and more specifically determined by the Board and the ARC.

"Cost Sharing Agreement" shall mean and refer to any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Development, for the allocation or sharing of expenses that benefit both the Association and the owner or operator of such other property.

"Declarant" shall mean and refer to Dunham Marsh Partners, LLC, a Georgia limited liability company, or any Person named by it as its assignee in a document recorded in the Public Records, who shall be entitled to exercise all rights and powers conferred upon Declarant by the Governing Documents.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Dunham Marsh, as amended by amendments or Supplemental Declarations from time to time.

"Design Guidelines" shall have the meaning set forth in Article IV, Section 4 of this Declaration.

"Development" shall mean the Property and any Additional Property made subject to this Declaration, to be known as Dunham Marsh.

"Development Period" shall mean and refer to the period during which Declarant owns any real property that is or may become subject to this Declaration.

"Development Plan" shall mean the Development Plan for the Property attached hereto as Exhibit B.

"Dwelling" shall mean any building located on a Unit and intended for use as housing for a Single-Family.

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"Exclusive Common Area" shall mean any portion of the Common Area set aside and reserved for the exclusive use and primary benefit of one or more, but less than all Lots in the Development.

"Design Guidelines" has the meaning set forth in Article IV, Section 4 of this Declaration.
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"Governing Documents" shall mean this Declaration, the Articles of Incorporation, the Bylaws, the Rules & Regulations, Design Guidelines, Cost Sharing Agreements and Supplemental Declarations, as each may be amended from time to time.

"Infrastructure Facilities Provider" shall mean the Person or Persons with whom the Association has contracted to install, operate, maintain and replace telecommunications infrastructure to the Development, or portions thereof, to provide telecommunications or similar services to Owners and Occupants.

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

"Lot" shall mean and refer to any plot of land designated as such on any Plat of any portion of the Development, excluding any Common Area.

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

"Occupant" shall mean any Person occupying all or any portion of a Lot or any improvement thereon for any period of time, regardless of whether or not such Person is a tenant or the Owner of such property.

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

"Person" shall mean a natural person, corporation, limited liability company, partnership, association, trust or other legal entity.

"Prime Rate" shall mean and refer to the prime rate as published in the *Wall Street Journal* or, if a prime rate is no longer published in the *Wall Street Journal*, to the mean average of all prime rates offered by banks located in Richmond Hill Georgia.

"Plat" or "Plats" shall collectively mean the subdivision plat(s) of the Property, Additional Property made subject to this Declaration, or portions thereof recorded from time to time in the Public Records.

"Property" shall mean and refer to that real property which is described on Exhibit "A" attached hereto.

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"Public Records" shall mean and refer to such records recorded from time to time and maintained in the Office of the Clerk of the Superior Court of Bryan County, Georgia.

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"Rules & Regulations" shall have the meaning set forth in Article V, Section 24.

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"Service Providers" shall mean and refer to the Infrastructure Facilities Provider, its subcontractors and/or such other Persons as the Infrastructure Facilities Provider, the Declarant or the Association designate or contract with for the purpose of providing telecommunications or similar services to Owners and Occupants.

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

"Structure" shall mean anything erected, constructed or located in or upon the ground of any Unit, either temporarily or permanently.

"Supplemental Declaration" shall mean any instrument filed in the Public Records pursuant to this Declaration, which subjects Additional Property to the Declaration, and/or imposes, expressly or by reference, additional restrictions and obligations on the real property described in such instrument. The term shall also refer to any such instrument constituting a declaration of condominium.

"Telecommunications Easements" shall mean and refer to those easements described in Article VI, Section 3 of this Declaration.

"Transfer Fee" shall have the meaning set forth in Article III, Section 12 (a) of this Declaration.

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

"Voting Member" shall mean and refer to the Declarant as well as the other Owners, as set forth in Article II, Section 2 of this Declaration.

ARTICLE II
Members and Voting Rights

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

provisions of this Section shall not affect or limit the voting rights of the Declarant as established by Section 2.99. 0175 2007 FEB -8 PM 3:07

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership (the "Voting Members").

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Unit owned. If more than one Person owns an interest in a Unit, all such Persons shall jointly designate one (1) individual who shall be the Voting Member for the Unit and who shall be the only one (1) of such Persons allowed to cast one (1) vote with respect to the Unit. Failure to so designate an individual to cast a vote shall disqualify such Owner from casting any vote.

(b) Class B. The Class B Member shall be the Declarant, and any assignee of Declarant who is designated as such in the Public Records with an instrument executed by the Declarant. The Class B Member shall be a Voting Member of the Association and shall be entitled to cast the number of votes which are contained in the total of all Class A Members, plus one vote, until such time as the Class B membership terminates and is converted to Class A Membership (such period of time being referred to herein as the "Class B Control Period"). The Class B Control Period shall end upon the happening of the earlier of the following:

(i) When the Declarant or an Affiliate of Declarant shall have title to less than ten (10) Units and to less than five (5) acres of the Property or Additional Property;

(ii) Fifteen (15) years from the date this Declaration is recorded in the Public Records; or

(iii) At anytime as determined by Declarant in its sole and absolute discretion.

From and after the happening of the earlier of these events the Class B Member shall be deemed to be a Class A Member and entitled to one (1) vote for each Unit owned. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B Membership.

(c) Voting Members. Only Voting Members who are current on all Assessments due the Association hereunder shall be entitled to attend meetings of the Association and cast votes on matters pertaining to the Association as to which a Member has a right to vote under the Governing Documents.

Section 1. Creation of Assessments; Declarant's Obligation for Assessments; Builder Exemption. There are hereby created assessments for Association expenses as the Board may authorize from time to time. There shall be four (4) types of assessments: (a) Annual Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 5 below; (c) Specific Assessments as described in Section 6 below; and (d) Bulk Services Assessments as described in Section 6 below. During the Class B Control Period, the Declarant may annually elect to pay either (i) an amount equal to the assessments on its unsold Units, or (ii) the difference between the amount levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year to which the assessments applied. Unless the Declarant notifies the Board in writing prior to 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 obligation hereunder may be satisfied in the form of cash or by in-kind contributions of services or materials, or by a combination of these. The Annual Assessments and Special Assessments shall not apply to any Units owned by a Builder; provided, however, that if a Builder leases, rents or occupies a home within the Development, such Builder shall then be subject to all such Assessments from the date that the home is leased, rented or occupied by the Builder until it is sold to a third party purchaser.

Section 2. Creation of Lien and Personal Obligation of Assessments. Subject to the exemption in Section 1. above, each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for themselves, their heirs, representatives, successors and assigns, to pay:

- (a) the Annual Assessments described in Section 3 and 4 of this Article; and
- (b) the Special Assessments described in Section 5 of this Article; and
- (c) the Specific Assessments described in Section 6 of this Article; and
- (d) the Bulk Services Assessments described in Section 6

All Assessments shall be fixed, established and collected as hereinafter provided and all Assessments, together with interest, costs and attorney's fees, shall be a charge upon the Unit against which such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees incurred by or on behalf of the Association, shall also be the personal obligation of the Person(s) who was the Owner at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his successors in title or interest, unless expressly assumed by such successors and consented to by the Association.

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Section 3. Annual Assessments. The Annual Assessments shall be levied by the Association and used exclusively for Common Expenses. This will include, without limitation, expenses for:

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- (a) The operation, maintenance and repair of the community clubhouse and swimming pool;
 - (b) The maintenance and repair of any sign or signs located within the Property;
 - (c) The operation and maintenance of any community park.
 - (d) The operation, maintenance and payment of all utility bills for (i) street lighting within the Property and all roads within the Property; (ii) lighting at the entrances to the Property; and (iii) lighting of any easements, clubhouse and other Common Area or buffers within the Property;
 - (e) Landscaping (including, but not limited to grass cuttings) (i) at the entrances to the Property, and (ii) on all roads, easements, Common Area and buffers within the Property;
 - (f) The operation, repair and maintenance of irrigation systems at the entrances to the Property or in any Common Area, easements or buffers within the Property, and the payment of all utility bills for the operation of such irrigation systems;
 - (g) The payment of all taxes of any nature due from the Association;
 - (h) The payment of all management fees due for the management of the Association.
 - (i) The payment of premiums for any general liability insurance, directors and officers liability insurance or other insurance obtained by the Association;
 - (j) The payment of all operating expenses of the Association, including, but not limited to postage expense, office supplies, accounting fees, legal fees, office staff, office equipment and rent.

Section 4. Amount and Payment of Annual Assessment. The Annual Assessment for each Unit, unless exempt, shall be payable either (i) annually, in advance, on or before the first day of each fiscal year of the Association, or (ii) in quarterly or monthly installments according to a schedule approved by the Board from time to time. The amount of the Annual Assessments shall be determined as follows:

- (a) Until December 31, 2008, the Annual Assessment shall be \$600.00 per Unit;

(b) The Annual Assessment for the calendar year beginning January 1, 2009 and for each fiscal year thereafter, shall be established by the Board of Directors based on annual operating and capital budgets prepared by or at the direction of the Board, and approved by the Board, and shall be set at a level reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves for the repair or replacement of replaceable assets of the Association, taking into account the number of Units subject to assessment. The Annual Assessment may be increased or decreased by the Board of Directors without approval by the Voting Members of the Association by an amount not to exceed twenty percent (20%) of the Annual Assessment of the previous year. The affirmative vote of a majority of the Voting Members shall be required to approve an increase or decrease in the Annual Assessment of more than twenty percent (20%) from the Annual Assessment of the previous year.

(c) When the Board of Directors fixes the Annual Assessment for each calendar year, the Board of Directors shall at the same time and in connection therewith, prepare, or cause to be prepared, a notice of such Annual Assessment and distribute a copy thereof, together with a copy of the applicable budget, to each Member.

(d) During the Class B Control Period, the Declarant may, but shall not be obligated to, reduce the Annual Assessment for any year by payment of a subsidy and/or contributions of services and materials to the Association, which may be treated as either a contribution or 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 conspicuously disclosed as a line item in the budget for such Annual Assessment. Such payments, contributions or loans by the Declarant in any year shall under no circumstances obligate Declarant to continue such payments, contributions or loans in future years.

Section 5. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment, not to exceed \$500.00 per Unit in any calendar year for each Owner unless approved by majority vote of the Class A Members, exclusive of Declarant, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement situated within the Common Area, including the necessary fixtures and personal property related thereto. All Special Assessments may be collected on either an annual, quarterly, or monthly basis determined by the Board of Directors.

Section 6. Specific Assessments and Bulk Services Assessments.

(a) The Association is also authorized to levy Specific Assessments against a particular Unit or Units as follows: (a) to cover costs, including administrative and overhead costs, of providing benefits, items or services to such Unit(s) or their Occupants upon request of the Owner(s) (which might include, e.g., landscape maintenance, pest control, etc.), which assessments may be levied in

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advance on the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner(s); (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 Occupant of the Unit, their agents, contractors, licenses, invitees or guests, provided, however, that 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).

(b) The Association is also authorized to levy Bulk Services Assessments against each Unit for the purpose of paying fees, charges and other expenses due or expected to become due under Bulk Services Agreements. Such Assessments may be levied on a monthly, quarterly or annual basis as determined by the Board from time to time.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 4, 5 or 6. Written notice of any meeting of the Association called for the purpose of taking any action authorized under Section 4, 5 or 6 shall be sent to all Voting Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence at the meeting of Voting Members, or of proxies, entitled to cast ten percent (10%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

Section 8. Uniform Rate of Assessments. Annual and Special Assessments shall be fixed at a uniform rate for all Units.

Section 9. Date of Commencement of Assessments: Due Dates: Certificate; Failure to Assess.

(a) All Assessments provided for herein shall commence as to any Unit, unless exempt pursuant to Section 1 above, upon the conveyance of the Unit to an Owner. The amount of Assessments due upon the conveyance of a Unit shall be computed according to the number of days remaining in the calendar year or other period as may be applicable to such Assessment.

(b) At least (30) days in advance of the due date of each Assessment, the Board of Directors shall fix the amount and due date of the Assessment and give each Owner subject thereto written notice thereof.

(c) The Association, upon request and payment of a reasonable service fee established from time to time by the Board, shall furnish a certificate in writing

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signed by an officer of the Association setting forth whether the Assessments due on a specified Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Unit shall be binding upon the Association as of the date of its issuance.

(d) Failure of the Association to establish an assessment amount or to deliver to each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay such assessment. In such event, the Owner shall continue to pay Annual Assessments on the same basis as during the last year for which the assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after its due date shall be subject to a late payment fee as established by the Board from time to time in its reasonable discretion, and shall bear interest from the due date at that rate which is equal to twelve percent (12%) per annum, and such amounts, together with the costs of collection thereof including actual attorney's fees and costs as provided hereinafter, shall thereupon become a continuing lien upon the Unit against which such Assessment was made, and shall bind such Unit and its Owner, heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the Person obligated to pay the same, or foreclose the lien against the Unit in like manner as a deed to secure debt and, in either event, interest, costs, and reasonable attorney's fees and costs incurred by the Association shall be added to the amount of such Assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of all Assessments of the owner of the foreclosed Unit due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay to the Association reasonable rental for the Unit after commencement of the foreclosure action and the Association shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or abandonment for such Owner's Unit.

Section 11. Subordination of Lien to Deed to Secure Debt. The lien of the Assessments provided for herein shall be subordinate to the lien of any first deed to secure debt conveying the Unit subject to Assessments, and the lien of any *ad valorem* taxes on the Unit. Sale or transfer of a Unit shall not affect the Assessments lien thereon. However, the sale or transfer of a Unit pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien for such Assessment which became due prior to such sale or transfer. No such sale or transfer shall release such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 12. Transfer Fee and Collection of Assessments Upon Conveyance of Unit. Excluding the first sale of each Unit from the Declarant to an Owner and the first sale of each Unit from a Builder to an Owner, a Transfer Fee and the following Assessments shall be assessed and paid to the Association from the purchaser of each Unit:

(a) A transfer fee equal to .25% of the gross sales price of such Unit, which may be used by the Association in its sole discretion to fund its operations and/or reserves; and

(b) The projected balance of any Assessments due for the calendar year in which the closing occurs; and

Section 13. Borrowing Money. The Association shall have the right to borrow money in such amounts, for such Association purposes and on such terms as determined by the Board of Directors in its discretion; provided, however, that the Association cannot borrow any money if the repayment thereof on an annual basis results in an increase of more than fifteen percent (15%) in the annual expenditures of the Association as projected for the next calendar year by the Board of Directors. The determination by the Board of Directors as to projected annual expenditures shall be controlling.

ARTICLE IV
Architectural Control

Section 1. Purpose. It is the Declarant's purpose to minimize destruction or diminution of the natural environment in the Development and to preserve as much as is practicable the visual continuity of the Property; to assure that the improvements and construction of Dwellings and Structures on the Property will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof; and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property.

Section 2. Approval Required. No building, wall, walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, or other Structure shall be commenced, erected, altered, modified or maintained upon any Unit, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, unless and until approved by the ARC pursuant to the Design Guidelines, and no change shall be made in exterior color, stain or painting of any Dwelling or Structure or door thereof, balcony or deck thereunto attached, unless so approved.

Section 3. Architectural Review Committee. The Architectural Review Committee ("ARC") shall consist of at least three (3) and not more than five (5) members to be appointed by the Declarant during the Development Period and by the Board of Directors thereafter, and shall have exclusive jurisdiction to approve or disapprove all improvements and other item set forth in Section 2 above.

Section 4. Design Guidelines. The ARC shall adopt, promulgate and make available to Owner, Design Guidelines governing the submission, review and approval of plans for the construction of all improvements, including landscaping and hardscape, to all Units ("Design Guidelines"). During the Development Period the Declarant, and thereafter the

Board of Directors, shall have sole and full authority to prepare and amend the Design Guidelines.

Section 5. Liability. Provided that a member or members of the ARC, as the case may be, has or have acted in good faith on the basis of such information submitted to them, neither the ARC nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of approval or disapproval of any plans, drawings and specifications, whether or not the improvements are defective. Further, neither Declarant, the Association nor any member of the ARC shall be liable to any Owner for the construction or performance of any work on any Unit, whether or not pursuant to approved plans, drawings and specifications, or the development of any property within the Property, or any negligence or breach of contract by a Builder carrying out construction within the Property.

Section 6. Responsibility of Declarant. In the event the ARC has not been appointed or is otherwise not accepting applications for the construction of improvements to Units, there is reserved unto the Declarant, its successors and assigns, the right of performing all functions of the ARC and to give the approvals and disapprovals otherwise within the jurisdiction of the ARC, so long as the Class B Membership exists.

Section 7. Procedures; Deemed Approval. The requirements for submittals to the ARC, including applicable review fees, shall be set forth in the Design Guidelines. In the event the ARC has not approved or disapproved a submission within forty-five (45) days after a complete application, including all required plans and specifications and the applicable review fee, have been submitted to it, the submission shall be deemed approved. The Board of Directors shall have the right, from time to time, to establish ARC review fees, which fees shall be paid at the time of submission of such plans. Plans and specifications required to be submitted shall be deemed to have not been received if they are incomplete, contain erroneous data, or fail to present accurate and complete information upon which the ARC may be expected to base its decision.

Section 8. Right to Inspect. The ARC shall have the right, in its discretion, to enter upon any Unit before or during clearing or construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications. Notwithstanding this right of inspection, neither the ARC nor any of its members nor the Association shall have any liability or responsibility for the means and methods of any such construction, or for any defects in such construction. The ARC shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

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Use Restrictions

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Section 1. Unit Use. Units shall only be used for private residential purposes of a Single-Family. Except for such Lots where for which an Attached Housing Unit is permitted pursuant to the Development Plan and which has been approved by the ARC, no Structure shall be erected, re-erected or maintained on a Lot, except one Dwelling designed for occupancy by a Single-Family, together with such accessory buildings for use by such Single Family as may be approved by the ARC in its sole discretion. Notwithstanding the foregoing, Declarant may use or permit the use of one or more Units as model homes or as a sales office.

Section 2. Dwelling Size. All Dwellings constructed on any Lot shall have a Living Area of at least fifteen hundred (1500) square feet. All Dwellings constructed on any Attached Housing Parcel shall have a Living Area of at least twelve hundred (1200) square feet.

Section 3. Garages and Driveways. All Dwellings constructed on Lots shall have an enclosed or covered garage, unless otherwise provided by the Design Guidelines, and the location, orientation and size of garages shall be governed by the Design Guidelines as administered by the ARC.

Section 4. Construction Quality. All improvements to Units shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Property, and shall be constructed in accordance with applicable governmental codes and the Design Guidelines.

Section 5. Nuisances. No noxious or offensive activity shall be carried on within the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to Owners. No unlawful use shall be made of any portion of the Property, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed. Nothing shall be kept and no activity shall be carried on in any Dwelling or Structure which will increase the rate of insurance applicable to other Dwellings in the Property. In the event of a dispute as to whether an activity is in violation of this Section, the determination by the Board of Directors shall be controlling.

Section 6. Home Occupations. No home occupation, business, trade or profession of any kind shall be conducted, maintained or permitted in any Unit except as ancillary to the primary use of a Unit as a Single-Family residence. A business, trade or professional use 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 Property; (c) the activity does not involve visitation of the Unit by clients, customers, suppliers or other door-to-door solicitation of other Owners; (d) the activity does not increase traffic or include frequent deliveries to or from the Unit; and (e) the activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or

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threaten the security or safety of other residents of other Units as determined in the sole discretion of the Board. Notwithstanding anything contained to the contrary, a Builder, Declarant, or its assigns, shall have the right to use the Property for a sales office or for model home purposes.

BOOK# _____ PAGE# _____
BRYAN COUNTY
RECORDS & CLERK

Section 7. Temporary Structures. No temporary structure including, but not limited to tents, shacks and mobile homes shall be placed on any Unit at any time; provided, however that this prohibition shall not apply to Declarant, or its specifically designated agents or assigns. In the even of a dispute as to whether a Structure is a "temporary structure" as used herein, the determination by the Board of Directors shall be controlling.

Section 8. Animals and Pets. No animals, livestock or poultry of any kind shall be maintained on a Unit, except that not more than five (5) household pets (including no more than three (3) dogs) may be kept or maintained on Unit, provided that they are not kept, bred, or maintained for a commercial purpose and, provided further, that they shall not, in the sole discretion of the Board of Directors, constitute a nuisance or cause unsanitary conditions, and are otherwise maintained according to applicable Rules & Regulations.

Section 9. Re-subdivision. No Lot shall be re-subdivided, combined with another Lot, or reduced in size without the prior written consent of the Declarant during the Development Period, or the ARC thereafter; provided, however that this prohibition shall not apply to Declarant.

Section 10. Outside Antennae. Except as otherwise provided by applicable rules and regulations of the Federal Communications Commission, no outside radio, television or other electronic or telecommunication device antenna, dish or disc or similar item (each an "Antenna") shall be installed or erected on a Unit without the prior written approval of the ARC, which shall also have the right to approve the location of any such Antenna.

Section 11. Clothes Lines. No clotheslines or other devices designed for drying clothes outside of a Dwelling shall be permitted within the Property.

Section 12. Parking. All vehicles, including but not limited to, automobiles, trucks and motorcycles, must be parked in garages, on the driveway area or on the parking area of a Unit. No disabled or unlicensed vehicles may be parked within the Property for more than two (2) days. No vehicle shall be parked in streets, right-of-ways or Common Areas within the Property other than in such areas and during such times as may be specifically designated for parking by the Association.

Section 13. Boats and Recreational Vehicles. No commercial vehicles, buses, trailers, camping trailers, motor homes, recreational vehicles or boats, (collectively "Recreational Vehicles") may be maintained or parked within the Property without conditional parking permit from the Board of Directors. The Board of Directors shall have the authority, in its discretion, to establish the standards and fees for the issuance of such permits and the

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BRYAN COUNTY, GA
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authority to order the removal of any Recreational Vehicle maintained parked in violation of this Section or the terms of a conditional parking permit. The cost of such removal shall be paid by the Owner of the removed Recreational Vehicle. In the event of a dispute as to whether a device is a Recreational Vehicle as used herein, the determination as to whether the Board of Directors shall be controlling.

Section 14. Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Unit unless the mailbox or receptacle has either been purchased from the Declarant or is an exact replica of a mailbox or receptacle available for purchase from Declarant. Nothing shall be affixed or attached to any mailbox or receptacle for the delivery of newspapers or mail, nor shall the color or appearance or any mailbox or such receptacle be changed or altered, without the prior approval of the ARC.

Section 15. Signs.

(a) No signs shall be displayed upon the Property other than: (i) a sign identifying the name of the Builder, lender or architect during construction of a Dwelling; provided said sign does not exceed three (3) square feet in area; or (ii) a professionally made sign identifying a Lot "For Sale"; provided said sign is placed only on the subject Lot, does not exceed two (2) square feet in area; all as approved by the ARC in its sole discretion.

(b) No other signs, including but not limited to directional signs, shall be placed anywhere within the Property, including but not limited to rights-of-ways unless approved by the ARC in its sole discretion.

(c) The provisions of this Section shall not apply to Declarant.

Section 16. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch or swale in the Property without the prior written approval of the Declarant and the Board of Directors. The Owner of a Unit which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Unit in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

Section 17. Setback. All Dwellings erected on a Unit must be situated within the front, rear and side setback lines shown on the Plat and within a building envelope as determined by the ARC under the Design Guidelines.

Section 18. Maintenance; Community-Wide Standard. Each Owner shall be responsible for the maintenance of his Unit, yard and all improvements erected thereon. If, in the sole opinion of the Board of Directors, an Owner fails to maintain his Unit, yard or any improvements erected thereon in a neat and orderly manner or which otherwise fails to meet the Community-Wide Standard, the Association may provide such maintenance as it deems necessary, and the costs thereof shall be a Specific Assessment against such Unit.

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

Section 20. Driveways and Walkways. Driveways and walkways can only be constructed on Units at locations and using such materials as are approved by the ARC under the Design Guidelines.

Section 21. Firearms, Archery, Hunting.

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

Section 22. Common Area Dedication.

- (a) By its execution and recording of this Declaration or a Supplemental Declaration, Declarant shall dedicate the Common Area for the use and enjoyment of the Owners. The Association shall adopt and provide Owners with a copy of the Rules & Regulations applicable to the Common Area.
- (b) Use of the Common Area shall be limited to the Owners, Occupants, their guests and invitees.

Section 23. Fences; Swimming Pools.

- (a) No fence, wall, or other barrier shall be constructed upon any lot without the prior approval of the ARC as provided in Article IV hereof.
- (b) All swimming pools constructed within any Unit shall be subject to review and approval by the ARC pursuant to the Design Guidelines. Neither the ARC nor the Association assumes any liability for personal injury, including death, or loss of property arising or resulting from any swimming pool within the Property.

Section 24. Rules & Regulations. In addition to the use restrictions set forth in this Article or elsewhere in this Declaration, the Board may, from time to time and without the consent of Members, adopt, modify or delete rules and regulations applicable to the Development ("Rules & Regulations"). Such Rules & Regulations shall be distributed to Owners prior to the date they are to become effective and shall thereafter be binding upon all Owner and Occupants until and unless modified in a regular or special meeting of

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Members by a majority of the Voting Members and, during the Development Period, the written consent of the Declarant. 0187 2007 FEB -6 PM 3:07

BOOK# _____ PAGE# ARTICLE VI
CLERK OF SUPERIOR COURT
BRYAN COUNTY, TEXAS
REBECCA S. CROWE

Section 1. Reservation of Easement. In addition to all other easements reserved in this Declaration or shown or reserved on any Plat, Declarant is hereby granted and reserves to itself, as the case may be, and its designated successors and assigns, a perpetual, alienable and releasable easement across and within an area seven and one-half (7.5) feet wide inside all the boundaries of each Lot for the installation, construction, renewing, operation and maintenance of utilities and drainage facilities, including installation under the ground, as well as upon and above ground, for the purpose of serving the Property with water, telephone, electricity, sewer, cable television, and other utility services. Within these easements, no Structures, planting or other materials may be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may, in the sole discretion of the Declarant, change the direction of flow of drainage ditches and easements, or which may obstruct or retard the flow of water through drainage ditches, swales and easements.

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

Section 3. Telecommunications Easements. Without limiting the generality of Section 1 above, Declarant during the Class B Control Period and the Association thereafter, each are granted and reserve the right to grant and assign (i) utility easements over, under and through roads and rights-of-way and Common Areas, and over, under and through a perimeter area within the Lot boundaries, and (ii) separate, private telecommunications easements consisting of a blanket, master infrastructure easement over, under and through the entire Development, perimeter easements over, under and through the entire Development, the perimeter of the Common Areas, and in each case for use by the grantee of such easements and Designated Service Providers to install, operate, maintain and replace telecommunications infrastructure and to provide telecommunications and similar services to Owners and Occupants and residents of other properties in the general area of the Development. All public roads and rights of way in the Development shall be granted subject to such private telecommunications easements.

Section 4. Other Easements.

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(a) Declarant hereby reserves, creates and establishes the following non-exclusive, perpetual, reciprocal, and appurtenant easements for itself, the Association, Members and Owners: (i) an easement of encroachment, and for maintenance of any permitted encroachment, between adjacent Lots, Units and Common Area, as applicable, due to the unintentional placement or settling or shifting of the improvements constructed thereon, to a distance of not more than three (3) feet as measured from the common boundary between such adjacent Lots, Units and/or Common Area; (ii) easements over, across, under, through and upon each Lot for the purposes of controlling soil erosion, drainage of natural or man-made water areas from any portion of the Development, including Common Areas, changing modifying or altering the natural flow of water on or adjacent to any Lot or Common Area, dredging and maintaining water areas within the Development, and installing and maintaining pipes, lines and conduits in the exercise of the foregoing easement rights.

(b) Declarant hereby reserves, creates and establishes a non-exclusive, perpetual easement for the Association to enter all portions of the Development, including each Lot and Unit (i) in the case of emergency, (ii) to perform maintenance responsibilities under the Declaration, and (iii) to make inspections to ensure compliance with the Governing Documents.

(c) Declarant hereby reserves, creates and establishes non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area and every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or a Lot shall be burdened with an easement for lateral support, and also shall have a right to lateral support which shall be appurtenant to and pass with title to such property.

(d) Declaration hereby reserves to itself, its employees, contractors and designees a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing improvements to the Common Area, and maintaining Common Area, as it deems appropriate in its sole discretion.

Section 5. Development, Sales and Marketing. During the Development Period, Declarant hereby reserves for itself and its designees the right to carry on in the Development such activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the development of the Property and Additional Property and/or the construction or sale of Lots or Units, such as sales and marketing activities and promotional events, and to restrict Members from using Common Area during such activities. Such activities shall be conducted in a manner to minimize, to the extent reasonably possible, and substantial interference with the Members' use and enjoyment of Common Area. Declarant may establish and make use of Common Area

and facilities within the Development, including the clubhouse, connection with marketing and sales activities relating to the Development. This may include, without limitation, maintaining business and sales offices and displays in the clubhouse, holding marketing and promotional events open to the general public, the creation, placing and maintaining of signs, and the distribution of marketing materials that include pictures or images of property and facilities within the Development.

ARTICLE VII
Indemnification

Section 1. General. Notwithstanding any duties of the Association to maintain any Common Area, right-of-ways or street lighting within the Property and at the entrances to the Property, or any other duties imposed upon or accepted by the Association, the Association shall not be liable for injury or damage caused by any latent or other condition in any portion of such rights-as-ways, Common Area, street lighting or otherwise, nor for injury caused by the elements, Owners or other persons. The Association shall indemnify, defend and hold harmless the officers and directors of the Association as set forth in the By-Laws.

Section 2. Disclaimer Concerning Natural Areas. The Development includes natural areas, and each Owner acknowledges that there are certain hazards which are inherent to residing or being in the vicinity of natural areas, including without limitation, water hazards, wild animals, noxious plants and unmarked holes. Neither the Declarant, the Association nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or sub-contractors, shall be liable or responsible to any Owner, Occupant, visitor, guest or invitee for the natural areas or for their condition or for any injury, damage or loss cause, resulting from or arising in connection with any plants or animals therein or originating therefrom.

ARTICLE VIII
General Provisions

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

Section 2. Enforcement. The Association, an assignee of the Association, the Board of Directors, the ARC, the Declarant, or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by any party named above to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any action is brought to enforce any of the provisions of this Declaration by either the Association, an

assignee of the Association, the Board of Directors, the ARC, or the Declarant, such party, if successful, shall be entitled to recover of the defendant thereon all costs of the action, including reasonable attorney's fees.

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

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

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

Section 6. Amendment of Declaration.

(a) Until termination of its Class B Membership in the Association, Declarant shall have the sole right, in its discretion, to unilaterally amend this Declaration. Thereafter, Declarant may from time to time unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable law or governmental rule or regulation, (ii) to enable any reputable title insurance company to issue title insurance coverage on a Unit; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Units, or (iv) during the Development Period, for any other purpose, provided the amendment has no material adverse effect upon the rights of any Owner under this Declaration. Any amendment to this Declaration which alters the terms relating to the provision of telecommunication facilities or services, the assessments related thereto (e.g., Bulk Services Assessments), Bulk Service Agreements,

or the telecommunications easements must have the prior approval of Declarant and the Infrastructure Facilities Provider

BRYAN COUNTY

CLERK OF DISTRICT COURT

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(b) Upon termination of Declarant's Class B Membership in the Association, the Association shall have the power to amend this Declaration and Design Guidelines by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose; provided, however, that no such amendment during the Development Period shall be effective without prior notice to and the written consent of Declarant.

Section 7. Lease of Dwelling. No Dwelling or other structure on a Lot shall be leased or used for transient or hotel purposes, nor may any Owner lease less than his entire Dwelling or other such structure unless such other structure is separate from the Dwelling and complies with applicable zoning laws and regulations as permitting occupancy for a residential purpose (e.g., a living unit associated with a carriage house). All leases must be in writing and provide that the terms of the lease and the occupancy of the Dwelling or other structure are subject in all respects to the Governing Documents, and that any failure by any lessee to comply with the terms of such documents shall constitute a default under such lease.

Section 8. Litigation. No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by the affirmative vote of seventy-five (75%) percent of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. However, this section shall not apply to:

- (a) Any actions brought by the Association, the ARC or an assignee of the Association to enforce any provisions of the Governing Documents (including, without limitation, the foreclosure of liens or the enforcement of use restrictions);
- (b) Imposition and collection of Assessments as provided hereinabove;
- (c) Counterclaims or cross-claims brought by the Association in proceedings instituted against it.

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

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

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

ARTICLE IX
Water & Sewer Provision

BRYAN COUNTY
CLERK OF COURTS
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Section 1. Water and Sewer Systems.

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

- (i) All tap-in or connection fees or charges required to obtain such services;
 - (ii) All charges for water and sewer usage, as determined by meters installed for each Unit after connection to the systems; and
 - (iii) availability of capacity charges for unimproved Lots or unoccupied Units.
- (b) Except for a well or wells owned by the Utility Company, no other wells designed to provide potable water shall be permitted within the Development, and no other wells intended to provide water for irrigation purposes shall be permitted on any Lot without the prior, written approval of the Association.

Section 2. Unpaid Charges. Unpaid charges or fees (collectively "Charges") shall constitute a lien upon and encumber the Unit with respect to which the Charges have been made, and the Utility Company and its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest costs as are reserved to the charges with regard to Assessments as set forth in Article III herein. Notwithstanding anything contained herein to the contrary, the Utility Company and, its successors and assigns shall have the right to terminate or refuse water and sewer services to any Owner who fails to pay any of the Charges as the same shall become due.

ARTICLE X
Assignment Of Association's Rights And Duties

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

Declaration to any one or more Persons which will accept the same, including Declarant or an Affiliate of Declarant.

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ARTICLE XIII

BOOK# PAGE# Constructive Notice
CLERK OF SUPERIOR COURT

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

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal, by Declarant, on this 7th day of February, 2007.

DUNHAM MARSH PARTNERS, LLC.
BY: BROOKWOOD PROPERTIES, INC.
It's Managing Member

Brett S. Turner
President

N.P.

Notary Public

My Commission Expires:
(NOTARIAL SEAL)

Naomi J. Cota, Notary Public
Bryan County, Georgia

My Commission Expires April 21, 2008

(CORPORATE SEAL)

WITNESS

EXHIBIT "A"

BRYAN COUNTY
CLERK OF COURTS

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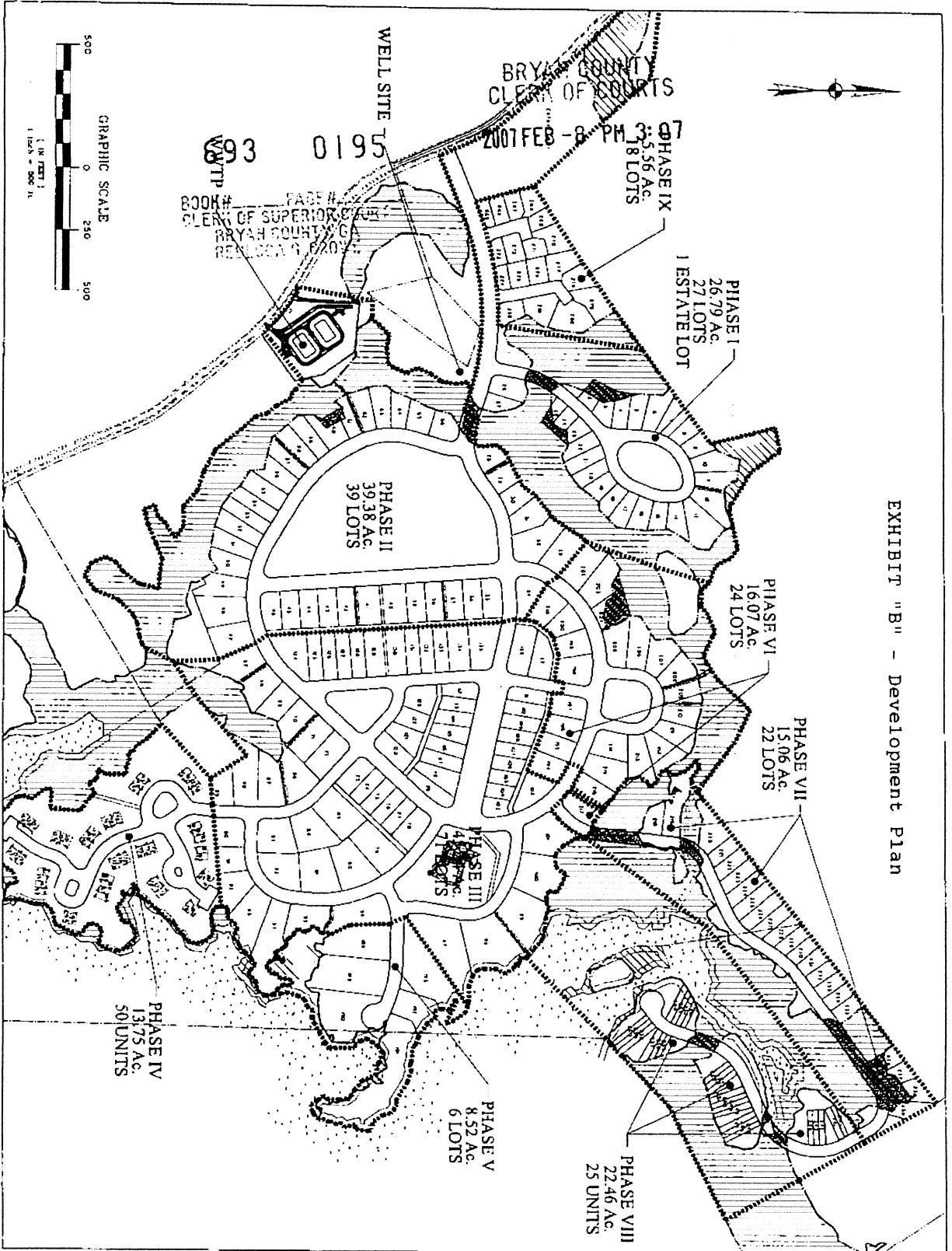
BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
RENEGA G CROWE

EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

All that certain lot, tract or parcel of land situate, lying and being in the 20th G.M. District of Bryan County, Georgia, containing 190.0 acres, more or less, being shown as WESTERN PORTION OF PARCEL "A-1" on that certain plat of survey entitled "Plat of Parcels "D" and the Western Portion of A-1, 20th G.M. District, Bryan County, Georgia", prepared by Gardner, Williams & Assoc., Inc., dated March 16, 2004, recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Slide 536, Folio 5. Said plat being incorporated herein by reference thereto for descriptive and all other legal purposes.

AND ALSO, ALL that certain lot, tract or parcel of land situate, lying and being in the 20th G.M. District of Bryan County, Georgia, containing 10.0 acres, more or less, being shown as PARCEL "C" on that certain plat of survey entitled "Plat of Parcels "C" and the Southern Portion of B-1, 20th G.M. District, Bryan County, Georgia", prepared by Gardner, Williams & Assoc., Inc. dated March 16, 2004, recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 536, Folio 4. Said plat being incorporated herein by reference thereto for descriptive and all other legal purposes.

EXHIBIT "B" - Development Plan



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STATE OF GEORGIA)
COUNTY OF BRYAN)

Return To:
Brett S. Turner
P.O. Box 2229
Richmond Hill GA 31324

Return To:

**James R. Gardner, LLC
P.O. Box 879
Richmond Hill, GA 31324**

Reference: Deed Book 693, Page 0170

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DUNHAM MARSH**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DUNHAM MARSH ("First Amendment"), is made on this 9 day of August, 2010, by Dunham Marsh Partners, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH THAT:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Dunham Marsh on February 8, 2007 in Deed Book 693, Page 0170, Clerk of Superior Court, Bryan County, Georgia (the "Declaration");

WHEREAS, Article VIII, Section 6 (a) of the Declaration provides that, until termination of its Class B Membership in the Association, Declarant shall have the sole right, in its discretion, to unilaterally amend the Declaration. As of the date of this First Amendment, the Class B Membership of Declarant in the Association has not terminated; and

WHEREAS, Declarant desires to amend the Declaration to clarify certain matters and revise certain provisions concerning Assessments.

NOW THEREFORE, in consideration of the above recitals and pursuant to Article VIII, Section 6 (a) of the Declaration, Declarant hereby declares as follows.

I. Article III, Section 1 of the Declaration is amended in its entirety to read as follows:

"Section 1. Creation of Assessments: Declarant's Obligation for Certain Assessments; Builder Exemption. There are hereby created Assessments for Association expenses as the Board may authorize from time to time. There shall be four (4) types of Assessments:

(a) Annual Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 5 below; (c) Specific Assessments as described in Section 6 below; and (d) Bulk Services Assessments as described in Section 6 below. For Annual Assessments and Special Assessments, during the Class B Control Period, the Declarant may annually elect to pay either (i) an amount equal to such Assessments on its unsold Units, or (ii) the difference between the amount of such Assessments levied on all other Units subject to such Assessments and the amount of actual expenditures by the Association during the fiscal year to which such Assessments applied. Unless the Declarant notifies the Board in writing prior to 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 obligation hereunder may be satisfied in the form of cash or by in-kind contributions of services or materials, or by a combination of these. The Annual Assessments, Special Assessments and Bulk Services Assessments shall not apply to any Units owned by a Builder; provided, however, that if a Builder leases, rents, occupies or permits any Person to occupy a Unit within the Development, such Builder shall then be subject to all such Assessments from the date that such Unit is leased, rented, occupied or permitted to be occupied by the Builder until it is sold to a third party purchaser that becomes responsible for such Assessments."

II. The second paragraph of Article III, Section 2 of the Declaration is amended in its entirety to read as follows:

"All Assessments shall be fixed, established and collected as hereinafter provided and all Assessments, together with interest, late fees, costs of collection, attorneys' fees and costs, shall be (i) a charge upon the Unit against which such Assessments are made, *and* (ii) the personal obligation of the Person(s) who was the Owner at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to such Owner's successors in title or interest, unless expressly assumed by such successors and consented to by the Association in writing."

III. The last sentence of Article III, Section 5 of the Declaration is amended in its entirety to read as follows:

"All Special Assessments shall be payable on either an annual, quarterly, monthly or other periodic basis determined by the Board from time to time."

IV. Article III, Section 6 (b) of the Declaration is amended in its entirety to read as follows:

"(b) The Association is also authorized to levy Bulk Services Assessments against each Unit for the purpose of paying fees, charges and other expenses due or expected to become due under Bulk Services Agreements. Such Assessments may be levied on an

annual, quarterly, monthly or other periodic basis as determined by the Board from time to time, and shall be payable by Owners in advance on an annual, quarterly, monthly or other periodic basis as determined by the Board from time to time. For any fiscal year of the Association in which the Bulk Services Assessments made and collected by the Association exceed the actual fees, charges and other expenses of the Association under the applicable Bulk Services Agreements, the excess shall be used by the Association for the payment of Common Expenses. Bulk Services Assessments may be levied and made payable together with Annual Assessments, such that they may be included on the same invoice or billing to Owners. Further, any Bulk Services Assessments that are applicable to the same Units to which an Annual Assessment applies may be combined and billed to the Owners of such Units as an Annual Assessment for such Units.

V. Article III, Section 9 (d) of the Declaration is amended in its entirety to read as follows:

“(d) Failure of the Association to establish an Assessment amount or to deliver to each Owner an Assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay such Assessment. In such event, the Owner shall continue to pay Annual Assessments on the same basis as during the last year for which such Assessments were made, and the Owner shall continue to pay Bulk Services Assessments on the same basis as during the previous period for which such Assessments were made, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.”

VI. Article III, Section 10 of the Declaration is amended in its entirety to read as follows:

“Section 10. Effect of Nonpayment of Assessments; Remedies of the Association.

(a) Any Assessment not paid in full within thirty (30) days after its due date shall be delinquent. Assessments that are delinquent shall be subject to a late payment fee as established by the Board from time to time in its reasonable discretion, and the unpaid amount shall bear interest from the due date at twelve percent (12%) per annum, compounded monthly (unless applicable law requires a lower interest rate for this purpose, in which event the lower interest rate shall apply), and such amounts, together with the costs of collection thereof including actual attorneys' fees and costs as provided hereinafter, shall thereupon become a continuing lien upon the Unit against which such Assessment was made, and shall bind such Unit and its Owner, heirs, devisees, personal representatives and assigns.

(b) At any time an Owner is delinquent in the payment of more than one type of Assessment (e.g., delinquent in an Annual Assessment and a Bulk Services Assessment), and payments are made by such Owner toward amounts owing on such delinquent Assessments, such payments shall be applied as follows,

irrespective of how such payments may be identified or are designated by the Owner: (1) first, to the payment of late fees, costs of collection and attorneys' fees and costs incurred by the Association as a result of any such delinquency; (2) second, to the payment of interest due; (3) third, to the payment of a delinquent Annual Assessment until paid in full; (4) fourth, to the payment of a delinquent Special Assessment until paid in full; (5) fifth, to the payment of a delinquent Specific Assessment until paid in full; and (6) sixth, to the payment of a Bulk Services Assessment until paid in full.

(c) The Association may bring an action at law against the Person(s) obligated to pay the Assessment, or foreclose the lien against the Unit in like manner as a deed to secure debt and, in either event, interest, costs, and reasonable attorneys' fees and costs incurred by the Association shall be added to the amount of such Assessment. Upon exercise of its right to foreclose, the Association may elect to declare the entire remaining amount of all Assessments of the Owner of the foreclosed Unit due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay to the Association reasonable rental for the Unit after commencement of the foreclosure action and the Association shall be entitled to the appointment of a receiver to collect the same.

(d) In addition to those remedies in subsections (a) and (c) above and to such other rights and remedies as may be available to the Association for the non-payment of Assessments by an Owner, if an Owner is delinquent in the payment of any Assessment, the Association shall have the right to suspend or discontinue some or all of the services to the applicable Unit, which could include, without limitation, disconnecting or causing the disconnecting of services provided under the Bulk Services Agreements. Any such suspension or discontinuance of services shall not relieve the Owner of the obligation to pay Assessments, including Bulk Services Assessments, applicable to a Unit during any period or periods that the services are disconnected or discontinued due to non-payment by the Owner. Policies and procedures applicable to the exercise of this right by the Association may be set forth in the Rules & Regulations.

(e) No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or abandonment of such Owner's Unit."

VII. Article VII, Section 1 of the Declaration is amended in its entirety to read as follows:

"Section 1. General. Notwithstanding any duties of the Association to maintain any Common Area, right-of-ways or street lighting within the Property and at the entrances to the Property, or any other duties imposed upon or accepted by the Association, including, without limitation, matters involving the Bulk Services Agreements and their


administration, the Association shall not be liable for injury, damage or loss caused by any latent or other condition in any portion of such rights-of-ways, Common Area, street lighting or otherwise, nor for injury caused by the elements. Owners or other persons, nor for any loss resulting from the Bulk Services Agreement or services provided, or not provided due to service interruptions or the suspension or disconnection of services due to an Owner's delinquency in making payment for services, under such agreements. The Association shall indemnify, defend and hold harmless the officers, directors and agents of the Association as set forth in the By-Laws."

VIII. This First Amendment shall be effective as of the date of its recordation in the public records of Bryan County Georgia.

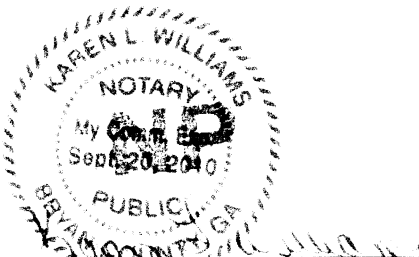
IX. Except as amended hereby, or by prior amendment duly recorded in the public records of Bryan County Georgia, the Declaration is unchanged and in full force and effect.

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal, by Declarant, on this 15th day of August, 2010.

DUNHAM MARSH PARTNERS, LLC.


Brett S. Turner
General Manager

(CORPORATE SEAL)



Notary Public
My Commission Expires:
(NOTARIAL SEAL)

WITNESS

Notary Public
My Commission Expires:
(NOTARIAL SEAL)

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BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
REBECCA S. CROWE

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Return to:
Triece Gignilliat Ziblut
Rubnitz & Ziblut, PC
617 Stephenson Avenue, Ste. 202
Savannah, GA 31405
130316

Please cross reference to Deed Book 693, Page 169

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DUNHAM MARSH**

This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DUNHAM MARSH is made this 22 day of January 2015, by Dunham Marsh Partners, LLC, a Georgia limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, on February 7, 2007 Declarant executed a Declaration of Covenants, Conditions and Restrictions for Dunham Marsh which is recorded in Deed Book 693, Page 169 in the Office of the Clerk of Superior Court of Bryan County, Georgia; as supplemented on March 14, 2007 by Supplemental Declaration of Covenants, Conditions and Restrictions for Dunham Marsh (Phase 1) recorded in Deed Book 703, Page 115, aforesaid records; as further supplemented on March 14, 2007 by Supplemental Declaration of Covenants, Conditions and Restrictions for Dunham Marsh (Phase 2) recorded in Deed Book 703, Page 118, aforesaid records; as further supplemented on March 14, 2007 by Supplemental Declaration of Covenants, Conditions and Restrictions for Dunham Marsh (Phase 3-A) recorded in Deed Book 703, Page 121, aforesaid records; as further supplemented on March 14, 2007 by Supplemental Declaration of Covenants, Conditions and Restrictions for Dunham Marsh (Phase 3-B) recorded in Deed Book 703, Page 124, aforesaid records; as further supplemented September 10, 2007 by Supplemental Declaration of Covenants, Conditions and Restrictions for Dunham Marsh (All Phases) recorded in Deed Book 753, Page 154, aforesaid records (collectively referred to hereinafter as the "Declaration").

WHEREAS, Section 6 of Article VIII of said Declaration provides that the Declaration may be unilaterally amended by the Declarant until the termination of the Declarant's Class B

Membership in the Dunham Marsh Homeowners Association, Inc. (the "Association"); and

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REBECCA E. CROWE
WHEREAS, Declarant continues to hold its Class B Membership in the Association by virtue of: (i) continuing to hold title to more than ten (10) Units and more than five (5) acres of the property described in the Declaration, (ii) it has been less than 15 years since the recording of the Declaration, and (iii) Declarant has not at any time given up its Class B Membership in the Association; and

WHEREAS, Declarant has determined it is in the best interest of the Subdivision to amend the Declaration as provided herein.

NOW, THEREFORE, pursuant to the authority conferred by said Section 6 of Article VIII of said Declaration, said Declaration is hereby amended as follows:

1. Amendment to Article I, Definitions.

a. Article I of the Declaration is hereby amended by the following changes:

1. The definition of the term "Assessments" is hereby amended by deleting the phrase "Bulk Services Assessments" and replacing such phrase with "Infrastructure Fee Assessments".
2. The definition of the term "Bulk Services Agreements" is hereby deleted and replaced with the following:

"Video, Internet and Voice Services Agreement" shall mean and refer to that agreement, however titled or captioned, between the Declarant and the Association and the Service Provider for the installation, maintenance and operation of telecommunications infrastructure at the Development, and for the provision of video, Internet access and telephone services to Owners and Occupants of the Development.

3. The definition of the term "Infrastructure Facilities Provider" is hereby deleted.
4. The definition of the term "Service Providers" is hereby deleted and replaced with the following:

"Service Provider" shall mean and refer to the service provider, its subcontractors and/or such other Person as the Declarant or the Association contracts with for the purpose of providing telecommunications or similar services to Owners and Occupants.

2. Amendment to Article III, Covenant for Assessments.

a. Article III, Section 1 of the Declaration is hereby amended by deleting the existing section in its entirety and replacing it in lieu thereof with the following:

"Section 1. Creation of Assessments; Declarant's Obligations for Assessments; Builder Exemption. There are hereby created assessments for Association expenses as the Board may authorize from time to time and rules and regulation violations as set forth in the Schedule of Fines created by the Board pursuant to Article V, Section 26. There shall be four (4) types of assessments: (a) Annual Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 5 below; (c) Specific Assessments as described in Sections 5A and 6 below, in Section 18 of Article IV; and (d) Infrastructure Fee Assessments as described in Section 6 below. During the Class B Control Period, the Declarant may annually elect to pay either (i) an amount equal to the assessments on its unsold Units, or (ii) the difference between the amount levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year to which the assessments applied. Unless the Declarant notifies the Board in writing prior to 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 obligation hereunder may be satisfied in the form of cash or by in-kind contributions of services or materials, or by a combination of these. The Annual Assessments, Special Assessments, and Specific Assessments shall not apply to any Units owned by a Builder; provided, however, that if a Builder leases, rents or occupies a home within the Development, such Builder shall then be subject to all such Assessments from the date that the home is leased, rented or occupied by the Builder until it is sold to a third party purchaser."

b. Article III, Section 2, of the Declaration is hereby amended by deleting subsection (c) in its entirety, and replacing it in lieu thereof with the following:

"(c) the Specific Assessments described in Sections 5A and 6 of this Article, and Section 18 of Article IV; and"

c. Article III, Section 2, of the Declaration is hereby amended by deleting the phrase "Bulk Services Assessments" and replacing such phrase with "Infrastructure Fee Assessments".

3. Amendment to Article III, Covenant for Assessments. Article III of the Declaration is hereby amended by adding after Section 5 and before Section 6 the following new section:

"Section 5A. Specific Assessments for Violations; Schedule of Fines. The Association is authorized to levy Specific Assessments against a particular Unit or Units for fines imposed pursuant to any Schedule of Fines adopted by the Board. The Board may adopt

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BRYAN COUNTY, GA
a Schedule of Fines to be imposed on Owners for specific violations of the Use Restrictions, the Community-Wide Standard, or any Rules and Regulations adopted by the Association pursuant to this Declaration. The first Schedule of Fines adopted by the Board shall be mailed to Owners (at the Unit address, or at such other mailing address as any Owner shall have provided to the Association in writing), or otherwise distributed by the Board to each Member, thirty (30) days in advance of the effective date thereof. The Board may modify or amend the Schedule of Fines on an annual basis, and shall distribute the Schedule of Fines to each Member along with the Annual Assessment notice. The failure of any Owner to have actually received any notice shall not affect the enforceability of the Schedule of Fines against said Owner or Unit. Specific Assessments for authorized by this Section 5A may be levied as determined by the Board."

4. Amendment to Article III, Covenant for Assessments. Article III, Section 6, of the Declaration is hereby amended as follows:

a. Article III, Section 6, of the Declaration is amended by replacing the phrase "Bulk Services Assessments" in the Section's heading with "Infrastructure Fee Assessments".

b. Article III, Section 6, Subsection (b), of the Declaration is amended by deleting Subsection (b) in its entirety and replacing it with the following new Subsection:

"(b) The Association is also authorized to levy Infrastructure Fee Assessments against each Unit for the purpose of paying fees due under the Video, Internet and Voice Services Agreement. Such Infrastructure Fee Assessments may be levied on a monthly, quarterly or annual basis as determined by the Board from time to time.

5. Amendment to Article V, Architectural Control. Article V, Section 18 of the Declaration is hereby amended by deleting the existing section in its entirety, and replacing it in lieu thereof with the following:

"Section 18. Maintenance; Community-Wide Standard. Each Owner shall be responsible for the maintenance of his Unit, yard and all improvements erected thereon. If, in the sole opinion of the Board of Directors, a Unit, its yard or any improvements erected thereon is not maintained in a neat and orderly manner, or otherwise fails to meet the Community-Wide Standard, the Association may provide such maintenance as it deems necessary, and the costs thereof shall be a Specific Assessment against such Unit. In addition, an Owner who rents or leases any Unit to any third party (regardless of whether any rental payment is charged or collected by Owner) must: (i) promptly provide the Association a complete copy of the lease or rental agreement (if any), along with phone and email contact information for all tenants of such Unit, and (ii) engage a landscaping service to maintain the yard of the Unit, at the Owner's expense, in compliance with the Community-Wide Standard."

6. Amendment to Article VI, Rights and Easements Reserved by Declarant. Article VI, Section 3, of the Declaration is hereby amended by replacing the last sentence of Section 3 with the following:

“During the Exclusive Term of the Video, Internet and Voice Services Agreement, as the term “Exclusive Term” is defined in said Video, Internet and Voice Services Agreement (i.e., for a period of 10 years following the Effective Date unless earlier terminated), all public roads and rights of way in the Development shall be granted subject to such private telecommunications easements. Following expiration or earlier termination of the Exclusive Term, there is no requirement that public roads and rights of way in the Development be granted subject to such private telecommunications easements.”

7. Amendment to Article VIII, General Provisions. Article VIII, Section 6, Subsection (a), of the Declaration is hereby amended by deleting the last sentence of Subsection (a) and replacing such with the following Subsection (a):

“(a) Any amendment to this Declaration which alters the terms relating to the provision of telecommunications facilities or services, the assessments related thereto (e.g., Infrastructure Fee Assessments), service agreements or the telecommunications easements must have the prior written approval of Declarant and the Services Provider.”

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, delivered and its seal affixed hereto on the year and date first written above.

Signed, sealed and delivered
in the presence of:

Manuel M. Lopez
Witness

Deborah Schott
Notary Public

(SEAL)

Deborah B Schott
Notary Public, Chatham County, GA
My Commission Expires July 22, 2017

DUNHAM MARSH PARTNERS, LLC

By: [Signature]
Brett S. Turner, Managing Member

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