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Homeowners Association
2043/4

Brookstone of Effingham Homeowners Association, INC. Community Rules and Regulations

2043/4

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FRANCIS L. HURLEY
CLERK E.O.C.S.C.

The mission of the Executive Board of the Brookstone Homeowner's Association is to

ANTENNAS AND SATELLITE DISHES- Satellite dishes are limited to 18" in diameter and a maximum of 2 dishes per home site. They are encouraged to be placed on the back or sides of home if possible. All antennas and satellite dishes must be mounted on the roof or in backyard.

ARCHITECTURAL CHANGES- Any changes to the exterior of the home are subject to review by the ARB.

BASKETBALL HOOPS AND BACKBOARDS- Only temporary portable basketball hoops are acceptable but must be placed in such a manner that they do not block sidewalks or streets. Temporary portable basketball hoops do not require the ARB's approval but may only be used on the homeowner's property.

BIRDHOUSE, BIRDFEDER OR BIRDBATH- Generally acceptable within reason.

CARPORTS AND SHEDS- the Owner or Occupant shall erect no structure, shed, tent, shack, carport, garage, barn, or other outbuilding, on their front or any location in view from the street, at any time, either temporarily or permanently, without the prior written approval of the ARB. Structures erected in a fenced back yard do require approval.

CLOTHESLINES- Clotheslines in view of the street are not permitted. Fences shall not be used as clotheslines.

DECKS, PATIOS, SCREENED PORCHES AND COVERS- All decks, patios, screened porches and covers will require approval from the ARB. Dimensions of the options with materials, colors, and specifications must be submitted with the plans for ARB approval. Decks and patios must be natural in color.

DOGHOUSES- Doghouses meeting the following guidelines will not require approval: must be located in a fenced backyard. Doghouses must be installed at ground level, and must not be visible above the fence or from any public or private street. Dogs may not be tethered unattended.

DRAINAGE DEVICES- All drainage devices must be approved in writing by the ARB. Any modification impeding the flow of water is prohibited. Each owner shall maintain

the grading upon his or her lot. A change in any drainage pattern must be approved by the ARB.

ENFORCEMENT OF RULES- All Association Rules and Regulations and all rules set forth in the Community Covenants and Restrictions shall be enforced by the Association, its members, the Board of Directors, and the ARB, and all committees of the Association. The ARB will do periodic inspections of the community and record violations to be reviewed by the Board of Directors. See ARB guidelines for further information.

FENCES- All fencing **MUST** be approved by the ARB. Fence dimensions with materials, colors, and specifications must be submitted with the plans for ARB approval (Please include a drawing to show where the fence will go in relation to your property) Fences must be natural in color or white, and 6 feet high. Fences must be constructed in such a manner that the exposed side is finished. If the home site is located on a corner site that abuts common property, the fence may not extend past the building setback line on the side that abuts the common areas. Any installation of fencing which abuts another property, by nature of its existence, allows the abutting homeowner to tie-in, regardless of who paid for the original fencing only if the fence is within six (6) inches of the property line. It is the responsibility of the homeowner, or their contractor, to obtain a building permit from the appropriate municipality prior to starting a fence, once ARB approval is received.

FLAGPOLES- Flagpoles attached to the front of the house do not require approval as long as the length of the pole does not exceed 6 ft. Flags shall not be tattered or faded. All flags are subject to approval by the ARB.

FLOWERBOXES ON WINDOWS- Window flower boxes that are the same base color of the house or trim color are permitted. All others need approval from the ARB.

FOUNTAINS/ PONDS- Fountains and ponds installed in the front yard are subject to review by the ARB. Approved items must be maintained in appearance and functionality.

HOME BUSINESSES- Home business occupations are permitted provided such businesses are undetectable from the street by sight, sound, odor or noise. The following must also apply. 1. The use shall operate in its entirety within the dwelling unit and only by the person residing in the dwelling. 2. The use shall not have a separate entrance. 3. The operator shall not display any external evidence of the operation of the home business. 4. The use shall not exclusively utilize more than 20% of the gross square floor area or 300 square feet, whichever is less. A garage shall not be utilized for, or in conjunction with a home business. 5. The home business shall clearly be incidental and secondary to the use of the dwelling or of the neighborhood by excessive noise, lights, traffic or other disturbances. 6. A business license must be acquired if it is required by the city/county and the business must meet zoning and business regulations.

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HOLIDAY DECORATIONS- All holiday decorations must be removed within thirty (30) days of the particular holiday or celebration. Consideration of neighbors should be exercised when decorating for any occasion. All holiday lighting should be considered temporary and may not be installed prior to (30) thirty days before the holiday and must be removed within (30) thirty days after the holiday. Decorations may not include any audio that can be heard beyond the limits of the lot except on the day of holiday.

HOMEOWNER'S ASSOCIATION DUES- Due and payable January 1 every year. Payments made after 30 days will be subject to a 10% late fee, assessed and accrued on monthly basis. Dues notification will be sent by December 15 each year.

HOUSE NUMBERS- House numbers as installed by the builder may be maintained. Alternative house numbers may not exceed 6 inches in height.

LANDSCAPING - Each owner shall use his or her best efforts to keep and maintain an attractive appearance. All curbs and sidewalks must be neatly trimmed and maintained by the property owner. Grass should be neatly manicured. Overgrown vegetation will be subject to a fine.

LIGHTING- Any and all exterior lighting installed on the lot shall either be indirect, or shall be of such controlled focus and intensity that it will not unreasonably disturb the neighbors or neighboring lots.

MAILBOXES- Mailboxes must remain in the original standard of the builder.

PAINTING- ARB approval is required for repainting of any house that is painted differently than the original color. A sample paint swatch must be submitted with the request.

PETS- No non-domesticated animals, live stock or poultry of any kind shall be raised, bred, boarded, or kept on any site. No owner or occupant may keep, breed or maintain any pet for any commercial purpose. No animal of any kind shall be permitted to remain on the property that is found by the ARB to make an unreasonable amount of noise or odor. Each owner shall be financially responsible and liable for any damage caused by their pet. All local ordinances concerning pets must be obeyed at all times. No pets are allowed in any amenity area. All cats or dogs over 3 months must be vaccinated for rabies yearly. All pet owners must clean up promptly after their pet(s) and dispose of the waste in suitable containers. Any pet found roaming free or unattended without a tag and collar will be turned over to animal control. Pets may not be tethered unattended. Each household is limited to 6 pets.

POOLS- ARB approval is required before a pool is installed. A six foot privacy fence must enclose the pool or property to prevent access from small children.

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PONDS, LAKES, MARSHES AND BODIES OF WATER- All boats, rafts or sailing craft are expressly prohibited. All ponds, lakes and bodies of water are declared "no swimming" areas. Due to slippery banks and muddy shores, parents are required to maintain constant supervision of their children. The natural areas of ponds should not be disturbed.

RECREATIONAL EQUIPMENT- Any permanently installed exterior recreational equipment including play yards (swing sets, slides, tree houses, trampolines, etc.) will not require ARB approval as long as equipment is in the back yard and not visible from the street. No equipment installed for children's recreational use shall be installed or placed within the front or side yard of any lot or in any easement or common area adjacent to a lot.

RESIDENTIAL STRUCTURES- No residential out structures is permitted and all expansions/additions must be approved by the ARB. It is the responsibility of the homeowner, their contractor, to obtain a building permit from the appropriate municipality prior to any building. Permanent structure said to be the exterior of the home must be kept in good order so as not to be a nuisance to any adjacent neighbor or member of the Neighborhood Association which includes but is not limited to the general upkeep of the siding, doors, windows, roofs, paint and driveways. Violations will be subject to appropriate processes of correction through the ARB.

RETURNED CHECKS- Any check returned unpaid for any reason will result in a \$50 returned check fee, payable in cash or Postal money order. Second and subsequent offenses will result in ALL FUTURE PAYMENTS by Postal Money Order only.

ROOF VENTS AND SHINGLES- All roof vents shall be painted in color to match the color of the roof. Roof shingles, if replaced, should be of a style and color that coincides with the community. Any other style is subject to approval by the ARB. The homeowner must also make sure their roofs are kept in a clean and neat order which does not allow buildup of debris and/ or limbs viewable to adjacent neighbors or streets.

SECURITY DOORS, STORM DOORS, SECURITY SYSTEMS- High quality, full panel glass doors, decorative wrought iron doors, or decorative aluminum doors may be installed. Any other door, any enclosure, or change of the original builder's design requires ARB approval. Security systems, lights and/or alarms are acceptable.

SHUTTERS- Shutters must match or accent the house trim color. Shutters maintained and should be replaced if damaged.

SIGNS- No commercial signs may be posted at the front entrance of the community. Residents are permitted to display one (1) neatly painted "For Sale" or "Open House" signs no larger than six (6) square feet. "For Rent" or "For Lease" signs are not permitted. Builder lot signs are permitted. Political signs may be placed in your yard as part of your first amendment right. However, in order to protect the aesthetic harmony of the neighborhood, only one (1) sign not

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more than six (6) square feet is permitted to be placed in the front yard (as defined above) two (2) weeks prior to the election date. The sign must be removed within three (3) days after the election. Except for security alarm systems, all other commercial and advertising signs are prohibited. Signs by contractor or builder doing work on your property are permitted only while said work is in progress. Signs must be removed within three (3) days of completion of work. Placement of signs and notices on trees and other objects are prohibited. The Board of Directors reserves the right to periodically place signs in the common space for the benefit of the community. Such signs include, but are not limited to informational and warning signs.

SPAS- Spas and related equipment must be located in such a way that it is not immediately visible to adjacent property owners or the streets.

TRASH CONTAINERS, RECYCLING BINS AND ENCLOSURES- No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any site except within an enclosed structure or appropriately screened from view. Items placed out for collection must be secured such that animals cannot get into trash or such that litter is caused.

VANDALISM- Any vandal destroying improvements located upon Common Areas within the community will be prosecuted to the fullest extent of the law. Owners are responsible for any vandalism committed by their family members, invitees and guests and shall be subject to cost for repairs and a fine equal to the cost of the repairs to reimburse the association. In addition, if a reward is paid for information leading to an arrest, that reward must also be reimbursed.

VEHICLES- Vehicles must be parked in driveways, garages, or behind the home in a manner that is not allowing the vehicle to be seen from the adjacent homeowners or streets. Recreational vehicles such as mini bikes, go-carts, golf carts, mopeds, motorized scooters, ATVs, lawn cutting equipment, maintenance equipment, boats, commercial vehicles, towed trailer units, unoccupied motor homes or any other type of recreational equipment shall be parked or stored in a garage or in a manner which is behind the home in a manner which the said item is not in view to the adjacent homeowners or streets except on a temporary basis not to exceed 48 hours. Discharge from any engines, motors, drive trains, and holding tanks shall not be allowed in the street, storm drain, or sanitary sewer storm drain. Vehicles cannot be maintained, repaired, serviced, rebuilt or dismantled on any lot except within the confines of a garage or driveway. This does not prevent a vehicle from being washed and/or waxed on the driveway. Commercial vehicles must be parked in the driveway, garage or behind the fence in a manner which is not viewable from adjacent neighbors and streets and are defined as vehicles with company logos, vehicle displaying roof racks or obvious additions used for a specific purpose. Vehicles with more than six (6) tires are prohibited with the exception of delivery or maintenance vehicles requiring short trips within the community.

VOTING PRIVILEGES- Each home in Brookstone whose Association dues are paid in full is entitled to one (1) vote counted at Community Housing Association meetings.

WATER FILTRATION SYSTEMS- Water Filtration Systems must be at the back of the house and out of your neighbor's view.

WELLS- No wells are permitted. This does not prevent the Association from a well for landscape purposes.

WEATHERVANES- permitted within reason, subject to ARB review.

WINDOWS- Nothing may be placed in the window, which could be viewed from the exterior, such as window HVAC units or fans.

WOOD STORAGE- Storage of fireplace logs must be in the backyard. Stored firewood must be neatly stacked, below the fence line, and not visible from any public or private street. Wood Storage must not be located in an area so as to block any existing drainage pattern on the lot.

Rules and Regulations may be amended, repealed, and adopted from time to time by the Board of Directors. Proposed amendments may be published, but are not required to be published, in the Association's newsletter or community website.

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Architectural Review Board (ARB) - consists of five (5) persons who are nominated and voted on by the Homeowner's Association Executive Committee. The ARB shall regulate the external design, appearance, use, location and maintenance of the Property. The ARB will review requests for improvements and make decisions using their best judgment of what will be compatible with the character and appearance of the community. The ARB is also responsible for the monitoring of existing conditions of the community. The ARB will provide the Executive Committee of the HOA with locations of alleged violations. Should the Executive Committee determine that a violation exists, the ARB will be directed to send a notice of violation to the homeowner. The ARB shall be guided by the rules and regulations of the community, and supervised by the Executive Committee of the HOA.

If the homeowner proceeds with an improvement without requesting permission from the ARB, they risk the potential of redoing or removing the improvement. If the ARB disapproves a request, the homeowner may not proceed with the improvements. Approval or disapproval will be granted within 30 days of the ARB. Along with all requested information is submitted. It will be the homeowners' responsibility to provide all additionally requested information in a timely manner.

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The homeowner has the right to appeal any and all ARB decisions to the Executive Committee of the HOA within 30 days of the decision or alleged violation.

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First Offense: Written letter of warning. Notice to homeowner outlining nature of alleged violation and time allotted to correct infraction will be determined by ARB and/or the Executive Committee of the HOA.

Second Offense: \$100.00 fine for same violation, to be added as additional HOA fees. Fines are due and payable within 30 days of assessment. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

Third Offense and Subsequent Notice of Violation: The HOA may choose to fix or repair the problem at the owners' expense or impose a \$175.00 fine for same violation, to be added as additional HOA fees. Fines are due and payable within 30 days of assessment. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit. All fees must be paid within thirty days and are subject to a 10% late fee every subsequent thirty days. The Homeowner is responsible for legal fees accrued as a result of infractions.

Prior to determination of violation and levying of fines, person liable for the payment thereof will be provided an opportunity for a hearing. Persons entitled to a hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Board of Directors unless other arrangements for a hearing are made with approval of the board. In the event any person entitled to a hearing fails to appear, he or she will be presumed to have acknowledgement of the violation and will be subject to all penalties.

Owners may be required to remove any exterior improvement (at their expense), which did not receive ARB approval.

A violation by a rental tenant or guest shall be treated as a violation by the homeowner. The owner shall receive the letters cited above which shall outline a complaint for a rules violation committed by their resident.

President: Thomas Rando 11 10-3-11
Vice President: Henry Fussell 10-3-11
Asst. Secretary: Katie Rando 11 10-3-11
Treasurer: Suzanne Hackworth 10-4-11

Brookstone of Effingham Homeowner Association
Architectural Review Board Application

All exterior changes to the home must be approved by the Homeowner Association's Architectural Board (ARB). The ARB's job is to help maintain the high value of your assets and your home. This form must be submitted for any changes to the exterior of your home or property. (Example: fences, decks, spas, play equipment, pools, paint changes etc...)

Submitted Date: _____ Lot Number: _____

Homeowner Name: _____

Address: _____

Phone Number: _____ Email Address: _____

Please supply details including, but not limited to: Location, size, materials, color and estimated time for completion. Please submit a site survey for any additional structures with new structure drawn on survey. (Example: fence, play equipment, pools, and spas)

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Guidelines:

In order to maintain a consistent streetscape in the community, the ARB is setting the following guidelines:

1. All fences and additional structures must receive ARB approval prior to changes/construction being made.
2. The ARB committee has the right to make individual variances to these requirements.
3. All contractors used must be properly licensed, bonded and insured. It is the responsibility of the homeowner to ensure that all permits, licenses, bonding and insurance of your contractors are legal and current.
4. Homeowner is responsible for including all appropriate information with application. Failure to do so may delay the review until it is provided.
5. Fences - All fencing **MUST** be approved by the ARB. Fence dimensions with materials, colors, and specifications must be submitted with the plans for ARB approval (Please include a drawing to show where the fence will go in relation to your property) Fences must be natural in color or white, and 6 feet high. Fences must be constructed in such a manner that the exposed side is finished. If the home site is located on a corner site that abuts common property, the fence may not extend past the building setback line on the side that abuts the common areas. Any installation of fencing which abuts another property, by nature of its existence, allows the abutting homeowner to tie-in, regardless of who paid for the original fencing only if the fence is within six (6) inches of the property line. It is the responsibility of the homeowner, or their contractor, to obtain a building permit from the appropriate municipality prior to starting a fence, once ARB approval is received.
6. All installations must be of professional design, quality and material.
7. All installations must comply with conditions described in the Community Rules and Regulations as well as covenants.
8. Construction work which creates noise may only take place Monday through Friday from 8 AM to 5 PM.
9. Owner/Contractor is responsible for daily clean up of all materials and debris. You must provide proper receptacle for all construction waste and debris.
10. No work may commence without written approval of the ARB.
11. Requests require a minimum 10 business days for review.
12. Please return completed form and all accompanying paperwork to Brookstone HOA Architectural Review Board.

If you have additional questions or concerns, please contact any member of the ARB or HOA Executive Board.

Homeowners will receive written notification of the Board's decision within 30 business days. Once approved it is the homeowner's responsibility to insure that the installation complies with the submitted and approved request.

For ARB use only:

Date received: _____

Approved / Denied _____

Date: _____

Approved By (minimum 3 ARB members required): _____

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ELIZABETH Z HURSEY
CLERK EC.C.S.C.

Rusan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

1200/293

Return to: Weiner, Shearouse, Weitz,
Greenberg and Shawe, LLP - JDW
Address: 14 E. State Street
Savannah, Georgia 31401
Telephone: 912.233.2251

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* RERECORD TO PUT IN CORRECT COUNTY *

STATE OF GEORGIA)
COUNTY OF EFFINGHAM)

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BROOKSTONE SUBDIVISION, PHASE I

THIS SUPPLEMENTARY DECLARATION is made and entered into this 1st day
of July, 2004, by COASTAL GEORGIA DEVELOPMENT GROUP, INC., a Georgia
Corporation, hereinafter collectively called "Developer" or "Declarant".

WITNESSETH:

WHEREAS, Developer is the owner of those certain parcels of real property located in
Effingham County, Georgia, known as Brookstone Subdivision, Phase II (hereinafter the "Property"),
maps or plats of which are recorded in the Office of the Clerk of the Superior Court of Effingham
County, Georgia, in Plat Book C-50 Page 54, to which maps reference is made for a more detailed
description of the Property; and

WHEREAS, the Property is a portion of the overall development known and designated
as Brookstone Subdivision.

NOW, THEREFORE, Developer hereby declares that the Property, together with such
additions as may hereafter be made thereto shall be held, transferred, sold, conveyed and occupied
subject to the covenants, restrictions, easements, charges and liens set forth in the Master Declaration of
Covenants, Conditions and Restrictions for Brookstone Subdivision, as amended, dated September 25,
2002, and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in
Deed Record Book 879, Page 281.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto caused this instrument to be executed as of the day and year first above written as the date hereof.

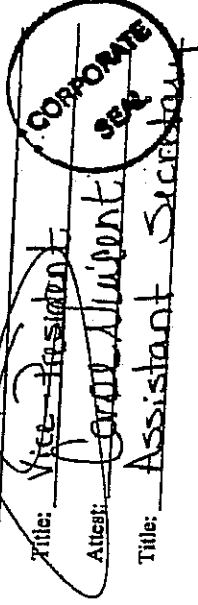
COASTAL GEORGIA DEVELOPMENT GROUP, INC.

By: *[Signature]*

Title: Vice President

Attest: Carol A. Dupont

Title: Assistant Secretary



Executed in the presence of:

[Signature]
Witness

[Signature]
Notary Public



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RECEIVED
CLERK EXCISE

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STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

Return To: William W. Shearouse, Jr.
Post Office Box 10105
Savannah, GA 31412
(912) 233-2251

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BROOKSTONE SUBDIVISION

THIS MASTER DECLARATION of Covenants, Conditions and Restrictions for
BROOKSTONE SUBDIVISION (hereinafter the "Declaration"), is made and entered into this
20th day of ~~September~~ 2002 by Coastal Georgia Development Group, Inc., a Georgia
corporation (hereinafter called "Developer" or "Declarant") and by the undersigned Builder, as
that term is defined herein.

WHEREAS, Developer is the owner of the real property described in Exhibit "A"
of this Declaration, except that which has been conveyed to the undersigned Builder which, by
affixing its signature hereto, joins Developer in this Declaration and agrees and consents to the
provisions contained herein; and

WHEREAS, said real property is generally known as Brookstone Subdivision,
and Developer desires to create thereon a planned community with recreational facilities and
other community facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation and enhancement
of the property values and amenities in said community and for the maintenance of the property
and the improvements thereon, and to this end desires to subject the property described on
Exhibit "A", together with such additions as may hereafter be made thereto as provided in Article

II, to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth,
each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, for the efficient preservation of the values and amenities in said
community, the Developer has incorporated under the laws of the State of Georgia Brookstone

Homeowners Association, Inc. as a non-profit corporation and hereby delegates and assigns to it the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants, conditions and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of Brookstone Subdivision.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter made, the Developer declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, developed, transferred, sold, conveyed, occupied and used subject to this Declaration and the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this document, as may from time to time be amended.

Section 2. "Association" shall mean and refer to Brookstone Homeowners Association, Inc., its successors and assigns.

Section 3. "Developer" shall mean and refer to Coastal Georgia Development Group, Inc., a Georgia corporation, and its successors and assigns, together with any successor to all or substantially all of the business of developing the property. All rights of the Developer, as Developer, hereinafter set forth shall cease when it no longer has an interest in developing the property.

Section 4. The "Property" shall mean and refer to the real property described on Exhibit "A" which has hereby become subject to this Declaration, together with such other real property as may from time to time be annexed to said property under the provisions of Article II hereof.

Section 5. "Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed or dedicated to the Association, or as shown on any recorded subdivision map of the Property and improvements thereto which

are intended to be dedicated to the common use and enjoyment of the Association. The Common Area is to expressly include, but not be limited to, all detention ponds, open spaces and easements intended for the common use and enjoyment of the Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas as heretofore defined. The term shall also include a condominium, townhouse, patio home, or other owned living unit within the Property.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest as security for the performance of an obligation.

Section 8. "Member" shall mean and refer to members of the Association and shall include any Owner and the Developer.

Section 9. "Builder" or "Builders", as the context shall require, shall mean and refer to any person engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a single family residential dwelling.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, developed, transferred, sold, conveyed, used and occupied subject to this Declaration is located in Chatham County, Georgia, and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

Section 2. Additions to Existing Property. The Developer shall have the right to subject to this Declaration any or all of the additional Property described on Exhibit "B" attached hereto and by reference made a part hereof, provided that not more than seven (7) years have elapsed since the filing of this Declaration and not more than five (5) years have elapsed since the last supplementary declaration which subjects any additional Property to this Declaration. Notwithstanding any other provisions contained herein, the Declarant reserves the right to submit

undescribed adjacent additional land so long as it does not increase the total size of the planned community by up to ten percent (10%) both in land size and in number of additional Lots.

ARTICLE III

COMMON AREA

Section 1. Obligation of the Association. The Association, subject to the provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by the Architectural Review Board.

Section 2. Easement of Enjoyment and Easement of Ingress and Egress. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area. Each Owner has a non-exclusive easement for ingress and egress over the Common Area to the extent necessary to provide access to the Lot and for utilities serving that Lot. This right of access for ingress and egress cannot be suspended for violations of provisions contained herein or for non-payment of assessments.

Section 3. Extent of Easements. The easements of enjoyment and easements of ingress and egress created herein shall be subject to the following:

- (a) The right of the Association to establish reasonable rules and regulations governing the use of the Common Areas in the personal conduct of Owners, occupants and guests thereon and to charge reasonable admission or other fees for special or extraordinary uses of the Common Areas;
- (b) The right of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against said Member remains unpaid for more than thirty (30) days after notice;
- (c) The right of the Association to suspend the right of a member or anyone in his household to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of this Declaration;

(d) The right of the Association to encumber any or all of the Common Area as may be authorized herein, or in the Articles of Incorporation, or as granted to non-profit corporations under Georgia law (A lender's rights, in the event of default upon any encumbrance on the Common Areas, are limited to, after taking possession of such Common Areas, charging reasonable admission and other fees as a condition of continued enjoyment by Members, and, if necessary, to a wider range of users. Upon satisfaction of the encumbrance, such Common Areas are returned to the Association with full restoration of Members' rights.);

(e) The right of the Association to dedicate or transfer all or any part of the Common Area owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, this Declaration, or by Georgia law;

(f) The right of the Association, acting through the Board of Directors, without Member, mortgagee and agency approvals unless provided otherwise herein, to grant easements across the Common Areas for any purpose not inconsistent with the use of those areas by Members;

(g) The following rights are reserved by the Declarant:

(i) The right to use portions of the Common Areas for sales and marketing purposes;

(ii) The right to reserve easements across the Common Areas for development purposes;

(iii) The right to grant, terminate or vacate easements across Common Areas for limited purposes such as installation and maintenance of utilities, storm water management, or provisions of services to units.

Section 4. Delegation of Use. A Member's rights of enjoyment to the Common Area and facilities shall extend to the members of his or her family and to his or her guests, subject to such general regulations as may be established from time to time by the Association.

Section 5. Title to Common Area. Title to the Common Area shall be conveyed by the Developer to the Association, free and clear of all encumbrances, contemporaneously with the first Lot being conveyed to an Owner who is not a Builder.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

(a) Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot owned (based on the total number of Lots planned). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- (i) One Hundred Twenty (120) days after date at which 75% of the total number of Lots planned are conveyed to Lot owners other than the Declarant; or
- (ii) At such time as seven (7) years have elapsed since the filing of this Declaration or five (5) years have elapsed since the filing of the last supplementary declaration which subjects any additional property to this Declaration.

Section 3. The affairs of the Association shall initially be managed by a Board of Directors as follows:

- (a) During the declarant control period, the Board of Directors will consist of at least two (2) Directors elected by the Membership. After the declarant control period, the Board of Directors will consist of five (5) Directors elected by the Members. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be

elected. Cumulative voting is not permitted.

- (b) Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.
- (c) In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and to meet the expenses of the Association, which shall adopt an annual operating budget. The Board of Directors is expressly authorized to levy assessments on behalf of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year

immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Sixty-five and No/100 (\$65.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Ten (10%) Percent or an amount based upon the Consumer Price Index (the U.S. Department of Urban Price Index - All Urban Consumers, 1982-84 equals 100) above the maximum assessment for the previous year without a vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a majority vote of the Members obligated to pay such assessment or with the written approval of Members entitled to cast a majority of the total number of authorized votes of Members obligated to pay such assessment (in both cases, excluding the Declarant during the Declarant control period).

(c) Increases in certain fixed costs for insurance, taxes, recycling or waste disposal may be passed through to the Members by permitting an automatic increase in the maximum assessment which reflects those increases. The Board of Directors is expressly authorized to obtain appropriate insurance coverage on behalf of the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of the capital improvements upon the Common Areas, including fixtures of personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of

proxies entitled to cast Sixty Seven (67%) Percent of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Unless otherwise provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of each Lot by the Developer to an Owner who is not a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Ten Percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any

Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or any interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas;
- (c) All properties exempt from taxation by State and Local governments upon the terms and to the extent of such legal exemption;

Section 11. Reduced Assessment for Property Owned by Declarant or Builder. If the Declarant furnishes a multi-year feasibility budget, the Declarant and/or a Builder may pay a reduced annual assessment on unoccupied lots only provided that such reduced assessment is not less than 25% of the full annual assessment. Alternatively, the Declarant or Builder may pay a one-time assessment equal to 25% of the applicable annual assessment per lot based upon the first year budget at maximum build-out (or 5 years out for projects involving 250 or more lots). The lots for which the one-time assessment has been paid may be exempt from further assessment until the earlier of: (i) initial occupancy or (ii) two fiscal years after submission to the Declaration. The Developer or Builder, as appropriate, must provide for or pay for all maintenance on its Lots and shall fund all Association operating deficits during the Declarant control period, including reserves based upon expected lives of items for which reserved, but not including shortfalls caused by non-payment of assessments by other Members or extraordinary expenditures (for example, expenses caused by natural catastrophes or environmental hazards). A Lot initially occupied or conveyed to an Owner other than the Declarant or Builder shall be fully assessed. The obligation to fund budget deficits is a lien against all the land owned by the Declarant or Builder, as appropriate, in the Development.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Developer. At such time as the Developer no longer has an interest in developing the Property, vacancies in the Architectural Review Board shall be filled by a majority vote of the remaining members of the Board.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of the improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Review Board shall promulgate standards and guidelines appropriate to the character of each increment, phase, or parcel of the Property. Such standards and guidelines shall be generally distributed among the Members.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Developer to an Owner or to the Association shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, satellite dish or signage shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify, or disapprove in writing an application within sixty (60) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. At least two (2) Members in attendance at a meeting of the Architectural Review Board, either in person or by telephone conference call, shall constitute a quorum. A majority vote of the Members of the Architectural Review Board shall be required for Review Board action.

Section 5. Minimum Square Footages. The minimum square footage of a

dwelling (heated) located on any Lot in the Subdivision for the various phases of the Subdivision shall be One Thousand Two Hundred Square Feet (1200 sq. ft.).

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ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any

Property so as to be detrimental to any other Property in the vicinity thereof or to its occupants. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Child and adult day care, garage sales, and outdoor clotheslines are expressly prohibited under this section. Amateur radio and marine base station antennas are prohibited.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner; provided that this prohibition shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Other Restrictions. The Architectural Review Board shall adopt general rules, including but not limited rules to regulate animals, Satellite dishes, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Property.

(i) No roof vents will be installed on the front side (street side) of any residence constructed in the Subdivision, and all roof vents shall be painted a color to match the color of the roof.

(ii) All chimneys shall be enclosed in a chimney chase.

(iii) All foundations constructed of block and being more than sixteen (16") inches above grade shall be finished in brick, tabby, or stucco. Block foundations sixteen (16") inches or less may be painted. Monolithic foundations less than ten (10") inches above grade may be unfinished.

(iv) All vinyl siding shall be of a gauge of at least .040.

(v) No slab shall be painted on any improvements to any Lot.

(vi) Pets shall be leashed at all times and shall not be allowed to roam free in the neighborhood.

(d) Exceptions. The Architectural Review Board may issue variances from any covenant or requirement expressed or implied by this Article or set forth in any restrictive covenants promulgated pursuant to this Declaration or any supplementary declaration.

Section 2. Maintenance. To the extent that exterior maintenance is not provided for in this Declaration and any supplementary declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

In the event an Owner of any Lot shall fail to maintain said Lot and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a special maintenance assessment upon such Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all provisions, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association. Owners shall be liable for cost and expenses incurred by the Association as a result of acts or omissions of such Owner or such Owner's tenants, agents, employees, invitees, guests and household members in failing to comply with rules or regulations of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no

event be deemed a waiver of the right to do so thereafter.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. Material amendments or extraordinary actions must be approved by Members entitled to cast at least Sixty Seven (67%) Percent of the votes of Members present, in person or by proxy, and voting at any meeting of the Association held for such purpose, such vote not including the Declarant. Notwithstanding the foregoing or any other provisions contained herein to the contrary, the Declarant reserves the right to make changes, revisions, or amendments to comply with the requirements of HUD, Fannie Mae, Freddie Mac, or the VA.

(a) A material amendment includes adding, deleting or modifying any provision regarding the following:

- (i) Assessment basis or assessment liens;
- (ii) Any method of imposing or determining any charges to be levied against individual unit owners;
- (iii) Reserves for maintenance, repair or replacement of Common Area improvements;
- (iv) Maintenance obligations;
- (v) Allocation of rights to use Common Areas;
- (vi) Any scheme of regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements;
- (vii) Reduction of insurance requirements;
- (viii) Restoration or repair of Common Area improvements, or for reconstruction following condemnation or casualty loss;
- (ix) The addition, annexation or withdrawal of land to or from the project, except as provided in Article II of this Declaration;
- (x) Voting rights;
- (xi) Restrictions effecting leasing or sale of Lots; or

(xii) Any provision which is for the express benefit of mortgagees.

(b) An extraordinary action includes:

(i) Merging or consolidating the Association (other than another non-profit entity formed for purposes similar to the subject Association);

(ii) Determining not to require professional management if that management has been required by the Association documents; a majority of eligible mortgagees or a majority vote of the Members;

(iii) Expanding the Association to include land not previously described as additional land which increases the overall land area of the project or number of lots by more than Ten (10%) Percent;

(iv) Abandoning, partitioning, encumbering, mortgaging, conveying or selling or otherwise transferring or relocating the boundaries of Common Areas (except for granting easements which are not inconsistent or which do not interfere with the intended Common Area use, dedicating Common area as required by a public authority, limited boundary line adjustments made in accordance with the provisions of this Declaration, or transferring Common Area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Association);

(v) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or

(vi) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than Twenty (20%) Percent of the annual operating budget.

(e) Meetings of the Membership to approve a material amendment or extraordinary action shall require at least twenty-five (25) days advance notice to all members. The notice shall state the purpose of the meeting and contain a summary of any material

amendments or extraordinary actions proposed. The notice shall contain a copy of the proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less, the quorum for such a meeting shall be at least Twenty Percent (20%) of the

total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1,000 Members, the quorum shall be at least Ten Percent (10%). If the Association has, or is planned to have, more than 1,000 Members, the quorum is at least Five Percent (5%).

(d) Any material amendment which changes the rights of any specific class of Members must also be approved by Members entitled to cast at least Fifty One (51%) Percent of the votes of all members of such class present, in person or by proxy, and voting at any meeting of the Association held in accordance with the provisions hereof, or at least Fifty One (51%) Percent of the total authorized votes of all members of such class.

(e) During the Declarant control period, all material amendments and extraordinary actions must have the approval of the VA, if the VA has guaranteed any loans secured by Lots in the project.

Section 4. The following material amendments and extraordinary actions must be approved by Members entitled to cast at least 67% of the total authorized votes of all Members of the Association, including at least a majority of the total authorized votes entitled to be cast by Members other than the Declarant:

- (a) Termination of the Declaration or other termination of the planned unit development;
- (b) Dissolution of the Association except pursuant to a consolidation or merger; and
- (c) Conveyance of all common areas.

Section 5. All other amendments (other than material amendments or extraordinary actions) must be approved by at least a majority of the votes entitled to be cast by all Members present, in person or by proxy, and voting at any meeting of the Association at which a quorum is present, or in writing by Members entitled to cast at least a majority of the total authorized votes of all Members of the Association.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of Members, and as provided in Article II of this Declaration.

Section 7. FHAVA Approval. As long as there is a Class B Membership, the

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following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8. Rights of Eligible Mortgages. "Eligible mortgages" are defined as those mortgages who have provided notice to the Board of Directors of their interest and requested all rights afforded "eligible mortgages". The following rights are granted to eligible mortgages:

- (a) Right to inspect Association documents and records on the same terms as Members;
- (b) ; Notice of all material amendments to the Association documents;
- (c) Notice of any extraordinary actions of the Association;
- (d) Notice of any default by an Owner of any Lot subject to a mortgage held by the eligible mortgagee in paying assessments or charges to the Association which remains uncured for sixty (60) consecutive days.

IN WITNESS WHEREOF, the undersigned, being the Developer and Builders herein, have hereunto caused this instrument to be executed as of the day and year first above written as the date hereof.

DEVELOPER:
COASTAL GEORGIA DEVELOPMENT GROUP, INC.

By: _____
Title: _____
Attest: _____
Title: _____

Executed in the presence of:
Witness
Glenn A. Clew
Denise D. Reddick
Notary Public

DENISE D. REDDICK
Notary Public, Effingham County, Georgia
My Commission Expires June 19, 2005
N.P.

(Signatures continue on next page)

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BUILDER:

TIDAL CONSTRUCTION CO., INC.

By: [Signature]

Title: President

Attest: [Signature]

Title: _____

Executed in the presence of:

[Signature]
Witness

[Signature]
Notary Public

GENESE D. REDDICK
Notary Public, Effingham County, Georgia
My Commission Expires June 13, 2005



EXHIBIT "A"

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All those certain lots, tracts or parcels of land situate, lying and being in Effingham County, Georgia, and being known as Brookstone Subdivision, Phase 1, being 25.28 acres, located on Ebenezer Road, 9th G.M. District, Effingham County, State of Georgia, as more particularly shown on that certain subdivision map prepared by Kern-Coleman & Co. for Coastal Georgia Development Group, Inc., recorded in Plat Book B, Page 185C.

Said subdivision map is incorporated herein for a more particular description of the property described.