

STATE OF GEORGIA)
)
COUNTY OF BRYAN)

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
WICKLOW

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth by BCLD, LLC, a Georgia limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Bryan County, Georgia being known as Wicklow ("Property") as more particularly described on Exhibit "A" attached hereto; and,

WHEREAS, the Declarant has deemed it desirable for the efficient preservation, protection and control of the Property to create an agency to which will be delegated and assigned certain powers of maintaining and administering the Property, and administering and enforcing these 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, corporation, partnership or other entity which shall hereafter acquire title to any Lot within the Property that certain 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 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 be binding on all persons having or hereafter acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
Definitions

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

Section 1. "Association" shall mean and refer to Wicklow Homeowners Association, Inc. a Georgia non-profit corporation, its successors and assigns.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as filed with the Secretary of State of the State of Georgia.

Section 3. "Board of Directors" shall mean the Board of Directors of the Association.

Section 4. "Builder" shall mean any entity to whom Declarant conveys a Lot for the purpose of constructing a Dwelling thereon for resale, and shall specifically include _____, or any other similar entity identified in a supplement to this Declaration.

Section 5. "Bylaws" shall mean the Bylaws of the Association.

Section 6. "Common Area" shall mean any area shown on the Plat (as hereinafter defined) as "Common Area", or any property conveyed to or leased by the Association.

Section 7. "Declarant" shall mean BCLD, L.L.C. a Georgia limited liability company, or any successor, successor-in-title, or assignee who takes title to any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in an instrument executed by the immediately preceding Declarant and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia. Any such person or entity shall be entitled to exercise all rights and power conferred upon Declarant by this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 9. "Design Review Committee" ("DRC") shall mean the Committee established pursuant to Article VI herein.

Section 10. "Dwelling" shall mean any building located on a Lot and intended for use as housing for a single family.

Section 11. "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, and like areas, all as defined by the DRC in its sole discretion.

Section 12. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Subdivision, together with the improvements thereon, if any.

Section 13. "Member" shall mean and refer to every person, or entity, who is a member of the Association.

Section 14. "Owner" shall mean and refer to the record owner, whether it be one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 15. "Plat" shall collectively mean the subdivision plat of the Subdivision recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Book _____, folio _____.

Section 16. "Property" shall mean and refer to the Property described on Exhibit "A" attached hereto and any real property which is subsequently made subject to this Declaration in accordance with Article II, Section 2 below.

Section 17. "Single Family" shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household.

Section 18. "Structure" shall mean anything erected, constructed or located in or upon the ground of any Lot, either temporarily or permanently.

Section 19. "Subdivision" shall mean and refer to that real property described on Exhibit "A" attached hereto.

ARTICLE II **Property Subject to this Declaration**

Section 1. The Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Additional Property. Any portion of that certain real property located in the 20th G.M. District of Bryan County, Georgia described on Exhibit "B" attached hereto ("Additional Property") may be added to, and made subject to, this Declaration. Until the Class "B" membership is terminated (as provided in Article IV, Section 2 below), the Declarant shall have the right, power, authority and discretion to subject all or portions of the Additional Property to this Declaration. After the Class "B" Membership is terminated, the Class "A" Members shall be entitled to subject all or a portions of the Additional Property to this Declaration if approved by a vote of two-thirds (2/3) of the Class "A" Members entitled to vote following written notice of the proposed expansion to each Member at least ninety (90) days in advance of such action. The additions authorized under this section shall be made by filing of

record a supplemental declaration with respect to the Additional Property, which shall extend the provisions of this Declaration to such Additional Property. Any such supplemental declaration shall contain such complementary additions and modifications to the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties.

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 Design Review Committee.

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 the terms and provisions of the Declaration 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 and the personal conduct of Owners, occupants and guests thereon and to fine Owners for violations thereof 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 vote on any Association matter 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 to use any recreational facilities for any period during which any assessment against said Member remains unpaid for more than thirty (30) days after notice;

(d) 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;

(e) 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.);

(f) 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;

(g) 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;

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

- (i) The right to use portions of the Common Areas for sales and marketing purposes until termination of Declarant's Class B membership in the Association.
- (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 invitees and tenants; provided, however, that such delegate shall reside in the Dwelling of such Owner or be an invitee of the resident thereof, 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 Declarant as follows:

(a) Contemporaneously herewith, the Declarant has set aside and dedicated Common Area located within the Property. These parcels, together with the improvements located thereon, shall be conveyed to the Association, free and clear of all liens and financial encumbrances, upon termination of the Class B Membership as hereinafter defined.

ARTICLE IV **Membership and Voting Rights**

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of a Lot. No Owner, whether one or more persons, shall have more than one Membership per Lot. Ownership of a Lot shall be the sole qualification for membership in the Association, and each Owner shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. The provisions of this Section shall not affect or limit the voting rights of the Declarant or its assignee as established by Section 2 below.

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

(a) Class A. Class A Members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Lot owned. If more than one person owns an interest in a Lot, all such persons shall designate one (1) person who shall be the Voting Member for the Lot and who shall be the only one (1) of such persons allowed to attend meetings of the Association and cast one (1) vote with respect to the Lot.

(b) Class B. The Class B Member shall be the Declarant, and successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by the Declarant. The Class B Member shall be a Voting Member 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 when the Class B membership terminates and is converted to Class A Membership. Class B Membership shall terminate and be converted to Class A Membership upon the happening of the earlier of the following:

(i) when the Declarant no longer has title to any part of or any portion of the Additional Property which has been made subject to this Declaration;

(ii) December 31, 2034; or

(iii) When Declarant voluntarily terminates such membership earlier by filing a written notice of termination in the Office of the Clerk of the Superior Court of Bryan County, Georgia.

From and after the happening of these events, whichever occurs last, the Class B Member shall be deemed to be a Class A Member. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class B Membership. Notwithstanding anything contained herein to the contrary, Declarant shall have the right, in its sole discretion, to terminate its Class B Membership at any time.

(c) Voting Members. Only Members who are current on all assessments due the Association hereunder shall be entitled to attend meetings of the Association, and cast votes on all matters pertaining to the Association, including but not limited to, the election of members of the Board of Directors, amending this Declaration, the Articles of Incorporation and Bylaws of the Association, and all other matters which may be brought before the Association, and all matters which may be brought before the Association Membership, except as otherwise provided in this Declaration.

ARTICLE V **Covenants For Assessments**

Section 1. Exemption. The Annual or Special Assessments provided for herein shall not commence as to any Lot until the later to occur of (a) the date that a Certificate of Occupancy is issued with respect to a Dwelling on said Lot or (b) the date that said Lot is conveyed or leased by Declarant or a Builder. It is the intention of this Section that Annual, Limited or Special Assessments shall not apply to any Lots owned by Declarant or Builder.

Section 2. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay the Association:

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

against which such Assessment is made. Each such Assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 3. Annual Assessments or Charges. The Annual Assessments levied by the Association shall be used exclusively for promoting the health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, payment of insurance with respect to the Common Areas and repair, replacement and additions thereto, and to the discharge of the obligations of the Association as imposed by this Declaration. Without limited the foregoing, the Annual Assessments levied by the Association may be used for the following uses and purposes:

(a) The maintenance and repair of any sign or signs located at the entrances to the Subdivision ("Entrances");

(b) The operation, maintenance of an payment of all utility bills for (i) street lighting on all roads within the Property and (ii) lighting at the Entrances;

(c) The provisions for and maintenance of landscaping and irrigation (including, but not limited to grass cutting) (i) at the Entrances and (ii) on all roads, easements and Common Areas within the Property;

(d) The operation, repair, maintenance of drainage or irrigation systems in any common Area, including compliance with the recommendations and requirements contained in that certain Storm Water Management System Maintenance Manual dated December, 2012, attached hereto as Exhibit "C" and incorporated herein by this reference, and payment of all utility bills for the operation of such irrigation systems;

(e) The payment of all taxes of any nature due by the Association;

(f) The payment of all management fees due for the management of the Association;

(g) The payment of all operating expenses of the Association, including but not limited to postage expenses, office supplies, accounting fees, legal fees, office staff, office equipment and rent;

(h) The operation maintenance and repair of any utility systems, facilities, infrastructure and easement and any improvements located within or comprising common Areas; and,

(i) The cost of maintaining the Common Areas within the Property, including all costs associated with any and all insurance obtained therefor.

Section 4. Amount of Annual Assessment. The Annual Assessment for each Lot shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

(a) Until December 31, 2016, the Annual Assessment shall be \$450.00 per Lot;

(b) The maximum Annual Assessment for the fiscal year beginning January 1, 2017, and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the Voting Members of the Association by an amount not to exceed fifteen (15%) percent of the maximum Annual Assessment of the previous year. The affirmative vote of a majority of the Voting Members shall be required to approve an increase in the Annual Assessment of more than fifteen (15%) percent from the Annual Assessment of the previous year.

(c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum allowed herein. When the Board of Directors fixes the Annual Assessments for each fiscal year, the Board of Directors shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services provided by the Association and the costs thereof.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy a Special Assessment 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 Existing Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall be approved by the affirmative vote of a majority of the Voting Members who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments may be collected on either an annual or monthly basis as determined by the Board of Directors.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting of the Association called for the purpose of taking any action authorized under Sections 4. And 5. 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 fifty-one (51%) percent 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 except as modified in the following sentence, and the required quorum at the subsequent meeting shall be one-third (1/3) 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.

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 Lot

certain costs and expenses upon request of the affected Owners that benefit less than all Owners and Lots the Board may establish and fix in addition to the Annual Assessments and Special Assessments certain Limited Assessments to be paid by the Owners requesting that such costs and expenses be incurred.

Section 8. Commencement of Assessments; Due Dates; Certificate. The annual or special assessments provided for herein shall commence as to any Lot upon the conveyance of the Lot by Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year, and shall become due and payable on the day fixed for commencement. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment and give each Owner subject thereto written notice of each assessment. The due date shall be established by the Board of Directors. The Association, upon demand and payment of a service fee of not more than Twenty-five (\$25.00) Dollars shall furnish a certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments not paid within thirty (30) days after its due date shall bear interest from the due date at that rate which is equal to the rate of interest chargeable by law in the State of Georgia on money judgments, or Fifteen (15%) percent per annum, whichever is lower, and such amount, together with interest and the costs of collection thereof as provided hereinafter, shall thereupon become a continuing lien upon the Lot against which such Assessment was made, and shall bind such Lot in the lands of the then Owner, his heirs, devisees, personal representatives and assigns. The Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the Lot in like manner as a deed to secure debt and, in either event, interest, costs, and attorney's fees in the amount of Fifteen (15%) percent of the total amount of the Assessment and interest thereon shall be added to the amount of such Assessment. Upon exercise of its right to foreclose, the Association to declare the entire remaining amount of all Assessments due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot after commencement of the foreclosure action and the Association shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the Assessments provided herein by abandonment of his Lot.

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

The Board of Directors shall have the sole authority in their discretion to determine which, if any, of the above functions to carry out and whether to carry out additional functions

Section 11. Collection of Assessments Upon Conveyance by Declarant. Notwithstanding anything contained herein to the contrary, the following Assessments shall be paid to the Association upon the conveyance of a Lot by Declarant to an entity other than a Builder, and upon the issuance of a certificate of occupancy for any Dwelling located upon a Lot:

(a) The prorated balance of any Assessments due for the fiscal year in which the closing occurs; and

(b) If the conveyance occurs within ninety (90) days of the end of any fiscal year, the Assessments due or projected due by the Declarant for the next fiscal year.

Section 12. Borrowing Money. Except as limited herein the Association shall have the right to borrow money in such amounts, for such purposes and on such terms as determined by the Board of Directors, subject to the limitation set forth in Article V, Section 4 above

ARTICLE VI

Repair, Restoration and Rebuilding; Insurance

Section 1. Repair, Restoration and Rebuilding. In the event any Dwelling shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner shall repair such damage or destruction within one hundred twenty (120) days after such damage or destruction or, where repairs cannot be completed within one hundred twenty (120) days, they shall be commenced within such period, diligently prosecuted thereafter, and completed within a reasonable time. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within one hundred twenty (120) days after such damage or destruction and shall thereafter keep the Lot in a neat and clean condition. In the event of non-compliance with this provision, the Association shall have all enforcement powers specified in this Declaration. In the event an Owner does not remove all debris from a Lot as provided herein, the Association may cause the removal of same, and the cost of such removal shall constitute a lien upon the Lot until paid by the Owner.

Section 2. Insurance Required. Each Owner shall maintain in full force at all times insurance covering the improvements erected upon his Lot, consisting of, or providing all the protections afforded by the insurance now generally described as fire, extended coverage, additional extended coverage vandalism and malicious mischief, to one hundred (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation.

Section 7. Uniform Rate of Assessments and Limited Assessments. Annual and Special Assessments shall be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, if upon request by any Owner or Owners the Board of Directors agrees in its sole discretion to incur

Section 4. Obligation of Association. Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article VI shall be limited to the repair, restoration and rebuilding of the Common Areas, and the Association shall not be responsible for repair, restoration or replacement of any property of the Owners or others.

Section 5. Common Area. The Association shall obtain and maintain property insurance covering all of the Common Areas (except land, foundations, excavations and other items normally excluded from coverage), including building service equipment and fixtures, insuring against loss by fire and other perils normally covered by standard extended coverage and other perils normally covered by the standard "all risk" endorsement, for an amount equal to one hundred percent (100%) of the current replacement cost of such items, which policy or policies shall provide that the terms thereof may not be cancelled or substantially modified without at least ten (10) days' written notice to the Association.

Section 6. Application of Declaration and Bylaws. Any Dwelling which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Association.

ARTICLE VII **Exterior Maintenance**

Section 1. Exterior Maintenance. To the extent that exterior maintenance is not provided herein or in any supplemental declaration filed for record pursuant to the terms hereof, each Owner shall keep all Lots owned by him, and all improvements contained 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 (to the extent permitted by this Declaration) and the painting or other appropriate external care of all improvements on a Lot, all in a manner and with such frequency that is consistent with good property management. In the event that an Owner fails to maintain his Lot and the improvement thereon as provided herein, the Association shall have the right, but not the duty, after providing notice to the Owner, to enter upon the Lot and provide the maintenance, repair or restoration required under this section, in which case the Association's costs and expenses associated therewith shall be a lien upon the Lot and the personal obligation of the Owner until paid and satisfied in full.

Section 2. Assessment of Costs. Costs of such exterior maintenance shall be assessed against the Lot of the Owner, and shall be added to and become part of the annual assessment or other charges to which such Lot is subject. It shall be a lien upon the Lot and the personal obligation of the Owner, and shall become due and payable in all respects as provided in Article V.

transfer shall release such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

minimize destruction or diminution of the view afforded to all Lots, to assure that the improvements and construction of Dwellings and Structures within the Subdivision 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 within the Subdivision.

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

Section 3. Design Review Committee. The Design Review Committee ("DRC") shall consist of at least three (3) and not more than five (5) members, to be appointed by the Board of Directors, and shall have exclusive jurisdiction to approve or disapprove all construction on any portion of the Property. The DRC shall prepare and on behalf of the Board, shall promulgate design guidelines. The guidelines shall be those of the Association, and the DRC shall have sole and full authority to prepare and amend them. These guidelines shall be made available to Owners who seek to engage in construction upon any portion of the Subdivision, and such Owners shall conduct their operation strictly in accordance therewith.

Section 4. Liability. Provided that a member or members of the DRC, as the case may be, has or have acted in good faith on the basis of such information as possessed, neither the DRC 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:

- (a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Subdivision; or

Section 3. Association Not Liable. The Association and its officers, directors, employees, agents and representatives shall have no liability to any Owner for damage to or loss of either the real or any personal property of said Owner unless due to gross negligence or willful misconduct of the Association.

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the DRC, the person seeking such approval shall furnish the data required by the DRC, and no such submission shall be deemed to have been made unless and until all required information has been received by the DRC. Receipt shall be deemed to have occurred upon actual receipt by any member of the DRC. The DRC shall either approve or disapprove the design, location and proposed construction and clearing activities within forty-five (45) days after plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors shall have the right, from time to time, to establish filing fees to defray the expenses of the DRC, which fees shall be paid at the time of submission of such plans.

Section 7. When Approval Deemed Granted. In the event the DRC shall fail to approve or disapprove a proposed design plan and location within forty-five (45) days after all the required plans and specifications therefore have been received by it, approval shall be deemed granted, unless a suit to enjoin the proposed construction has been filed prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they are incomplete, contain erroneous data, or fail to present accurate and complete information upon which the DRC may be expected to base its decision.

Section 8. Right to Inspect. The DRC shall have the right, at its election, to enter upon any Lot before or during clearing or construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials, all to be determined in the sole opinion of the DRC. The DRC shall have the power to order the dismantling or cessation of work it deems non-conforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

Section 9. Completion of Construction. The approval granted by the DRC for construction activities upon a Lot shall be granted for a time period of one (1) year from the date of the approval letter. In the event construction does not commence within one (1) years from the approval date, Owner must resubmit plans outlined in Section 6 of this Article. Once construction has commenced for improvements approved by the DRC, all construction activities approved must be completed within one (1) year. No Dwelling shall be occupied until the Dwelling is fully complete, and a certificate of occupaney has been issued by Bryan County,

ARTICLE VIII Architectural Control

Section 1. Purpose. It is the Declarant's purpose to prohibit any improvement or change in the Subdivision which would be unsafe or hazardous to any personal property or individual; to

ARTICLE IX
Use Restrictions

Section 1. Rules and Regulations. The Board of Directors shall have the power to formulate, publish and enforce rules and regulations concerning the Subdivision.

Section 2. Lot Use. Lots shall only be used for private residential purposes of a single family. No building shall be erected, re-erected or maintained on a Lot, except one Dwelling designed for occupancy by a single family, together with such accessory buildings for use by a single family as may be approved by the DRC in its sole discretion. Notwithstanding the foregoing, Declarant may use or permit the use of one or more Lots as model homes or as a sales office, including a temporary construction trailer for said purpose.

Section 3. Dwelling Size, Garages, and Driveways. Without limiting the generality of the requirement to obtain approval prior to construction of any Structure upon a Lot as provided in Article VIII above, no Dwelling shall be constructed upon any Lot within the Property unless:

(a) the minimum Living Area of a Dwelling is at least 2,000 square feet;

(b) the Dwelling has a garage which contains at least 400 square feet and has either a double garage door or two (2) garage doors. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof.

(c) the Dwelling has an improved driveway as outlined in Section 19 this Article, along with an improved parking area for guest parking to accommodate a minimum of two cars.

Section 4. Construction Quality and Exterior and Roof Materials. It is the intention and purpose of this Declaration to insure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Subdivision. All Dwellings shall be constructed in accordance with applicable governmental codes, the Architectural Review Guidelines and with more restrictive standards as may be required by the DRC. All structures must have central heat and cooling units unless approved by the DRC and the Board of Directors. Exteriors shall be brick, wood, or wood siding (or "Hardyboard") only. The front of each Dwelling shall have at least 30% "diversity" of materials. Architectural shingles shall be required on all roofs.

(d) Negligence or breach of contract by a Builder carrying out construction within the Property.

Section 5. Responsibility of Declarant. There is reserved unto the Declarant the right of performing all functions of the DRC and to give the approvals and disapprovals otherwise within the jurisdiction of the DRC, so long as the Class B Membership exists.

determination as such by the Board of Directors shall be controlling.

Section 6. Home Occupations. No home occupation, industry, business, trade or profession of any kind shall be conducted, maintained or permitted on any part of the Subdivision, unless approved, in writing, by the Board of Directors in its sole discretion. Notwithstanding anything contained herein to the contrary, Declarant, or its assigns, shall have the right to use any Lot or Dwelling within the Property for a sales office or for a model home.

Section 7. Temporary Structures. Except as provided in Section 2 above, no structure of a temporary character, including but not limited to: trailers, tents, shacks and mobile homes shall be placed on any Lot at any time; provided however that this prohibition shall not apply to Declarant, or its specifically designated assigns. No garage or garage apartment shall be erected prior to the construction of the main dwelling. In the event of a dispute as to whether a structure is a "Temporary Structure" as used herein, the determination as such by the Board of Directors shall be controlling.

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be maintained on a Lot or in a Dwelling, except that not more than five (5) household pets may be kept or maintained on a Lot or in a Dwelling, provided that they are not kept, bred, or maintained for a commercial purpose and, provided further, that they shall not, in the sole discretion of the Board of Directors, constitute a nuisance or cause unsanitary conditions. All animals must be confined to their Owner's Lot or Dwelling, unless walked on a leash. Dogs which bark for extended periods of time so as to cause a nuisance or disturbance to neighbors will not be permitted to remain outside unattended. At no time are pets permitted to be tied up outside. Owners are responsible for cleaning up pet's defecation from the Owner's Lot daily and while walking the pet. All pet waste must immediately be removed from any common areas or property owned by someone other than the pet owner and disposed of in an appropriate waste receptacle. No pets shall be attached to any structure or tree by a leash, rope or chain.

Section 9. Resubdivision. No Lot shall be resubdivided, combined with another Lot, or reduced in size without the written consent of the DRC; provided, however that this prohibition shall not apply to Declarant or its specifically designated assigns.

Section 10. Outside Antennae. The location and screening of all outside radio or television antennae, dishes or discs must have prior approval of the DRC; provide however, that during the Class B Membership, any approval issued in writing by the Declarant, for itself or on behalf of the DRC, shall be conclusive evidence of approval as to all matters referenced therein.

Georgia. Any reconstruction or demolition of a Dwelling or portion of a Dwelling that is damaged by fire or weather-related activities or other acts that create damage must be secured by the Owner and appropriate action as to not permit the appearance of such destruction to have a negative impact on surrounding properties.

Section 10. Responsibility of Contractor. No Owner shall permit a contractor, nor shall any contractor, commence work with in the Property unless the contractor has obtained and read in full this Declaration and any amendments thereto.

(c) No disabled automobile, truck, motorcycle or boat (collectively "Disabled Vehicles") nor any commercial vehicles, commercial trucks, boats, buses, trailers, camping trailers, motor homes or other recreational vehicles (collectively "Commercial and Recreational Vehicles") (said Disabled Vehicles and Commercial/Recreational Vehicles are herein called "Unauthorized Vehicles") may be parked within the Subdivision unless the Owner thereof obtains a conditional parking permit from the Board of Directors. One boat shall be permitted upon each Lot provided the boat is shielded from view by a fence which has been approved by the DRC. The Board of Directors shall have the authority, in its discretion, to establish the standards for the issuance of such permit and shall have the authority to order the removal of an Unauthorized Vehicle maintained or parked in violation of its conditional parking permit. The cost of removal of such Unauthorized Vehicle shall be paid by the Owner of the removed Unauthorized Vehicle. In the event of a dispute as to whether a device is an Unauthorized Vehicle as the term is used herein, the determination as such by the Board of Directors shall be controlling.

Section 12. Plants and Trees.

(a) Plants, trees and grass now or hereafter located in any landscaped area surrounding the sign identifying the Subdivision shall be maintained by the Association, and may not be removed except by permission of the DRC. No additional plants, trees or shrubs may be planted upon said area without written approval of the DRC.

(b) After the required clearing for the construction of Dwellings, Structures and driveways, no tree having a diameter greater than _____ (_____) inches, five (5) feet above grade may be cut or moved without the prior written approval of the DRC.

(c) Each Owner shall be responsible for planting and maintaining such trees and landscaping on their Lot as are necessary to comply with the Bryan County Tree Ordinance. Without limiting the foregoing, during the Class B Membership period, the Declarant reserves the right to establish and maintain minimum tree planting plans and specifications for each Lot or Dwelling within the Property; provided, however, that any prior approval issued in writing by the Declarant, for itself or on behalf of the DRC, shall be conclusive evidence of approval as to all matters referenced thereto.

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

drainage ditch in the subdivision without the prior written approval of the DRC. The Owner of any Plot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

Section 15. Signs.

(a) No signs shall be displayed upon a Lot other than: (i) a sign identifying the name of the contractor or lender during construction of a Dwelling; provided said sign does not exceed five (5) square feet in area and shall be a professionally made sign or (ii) a professionally made sign identifying a Lot "For Sale"; provided said sign is placed only on the subject Lot, does not exceed five (5) square feet in area; and is suspended from a wooden sign post. Notwithstanding the foregoing, all signs and the location thereof must be approved by the DRC in its sole discretion.

(b) No other signs, including but not limited to directional signs, shall be placed anywhere within the Subdivision, including but not limited to rights of ways. Provided, however, street signs which are required by Bryan County shall be permitted.

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

Section 16. Setback. All Structures erected on a Lot must be situated within the front, rear and side setback lines shown on the Plat. The DRC shall have the right, in its sole discretion, to establish, waive, increase, decrease or modify all setback lines, subject to the subdivision regulations of Bryan County, Georgia.

Section 17. Maintenance. Each Owner shall be responsible for the maintenance of his Lot, yard and all improvements erected thereon. If, in the sole opinion of the Board of Directors, an Owner fails to maintain his Lot, yard or any improvements erected thereon in a neat and orderly manner, the Association may provide such maintenance as it deems necessary, and the costs thereof shall be added to and become a part of the Annual Assessment to which such Lot is subject. Each vacant Lot must be "bushhogged" at least twice per calendar year in a manner acceptable to DRC in its sole discretion. The event of a dispute as to the definition of "bushhog" as used herein, the determination as such by the Board of Directors shall be controlling.

Section 11. Parking.

(a) Automobiles, trucks and motorcycles must be parked in garages or on the driveway area provided on each Lot.

(b) No automobiles, trucks, motorcycles or boats shall be parked in streets, rights of way or Common Areas within the Property.

(b) All driveways must be constructed of concrete or another material approved by the DRC. No driveway shall be situated within five (5) feet of any side boundary line of a Lot.

Section 20. Fences. No chain link fences are allowed within the Subdivision. All other fences must be approved by the DRC. Only wood shadow box, natural stain or natural color fences shall be approved.

Section 21. Golf Carts, All Terrain Vehicles, Scooters, Mopeds, Go Carts and Other Gasoline or Electric Powered Means of Transportation (collectively "Carts") Carts shall be operated in accordance with all applicable laws or ordinances established and enforced by Bryan County and the State of Georgia.

Section 22. Firearms, Archery, Hunting.

(a) No firearms, including but not limited to : rifles, shotguns, pistols, pellet guns or BB guns shall be discharged within the Subdivision;

(b) No archery equipment shall be shot or used within the Subdivision;

(c) Hunting or shooting birds, squirrels or other animals is not permitted within the Subdivision.

Section 24. Underground Utilities. All utility lines including those used by electric, telephone, cable television or any other company providing utilities or transmission lines shall be placed underground and in accordance with any applicable laws relating to underground utilities.

Section 24. Screening. All Dwellings shall provide a screened area for the purpose of storing any refuse contained and a constructed visual screen for all outside air compressors or other mechanical devises associating with the Dwelling as approved by the DRC; provided, however, that any prior approval issued in writing by the Declarant, for itself or on behalf of the DRC, shall be conclusive evidence of approval as to all matters referenced therein.

Section 13. Mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot unless the type and design thereof shall have been approved by the DRC; provided, however, that during the Class B Membership, any approval issued in writing by the Declarant, for itself or on behalf of the DRC, shall be conclusive evidence of approval as to all matters referenced therein. Each Builder shall provide a mailbox, as approved by Declarant, upon each Lot prior to issuance of a certificate of occupancy for the Dwelling located upon the Lot. No mailbox shall thereafter be removed or replaced without approval of Declarant or the DRC.

Section 14. Drainage Ditches. No change shall b made in the level or courses of any

ARTICLE VIII
Easements

Section 1. Reservation of Easement. In addition to all easements shown on the Plat, Declarant reserves to itself, and its designated successors and assigns, a perpetual, alienable and releasable easement across and within ten (10) feet of all the boundaries of a Lot for the installation, construction, renewing, operation and maintenance of utilities and drainage facilities, including installation under the ground, as well as upon and above ground, for the purpose of serving the Subdivision 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 DRC, 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. Common Area. The Association shall have the power and authority to grant and establish in, over, upon and across and Common Area conveyed to it, such further easements as may be requisite for the convenient use and enjoyment of the Property.

Section 3. Encroachments. All Lots and the Common Area shall be subject to easement for the encroachment of initial improvements constructed on adjacent Lots or Common Area by the Declarant or its grantees to the extent that such initial improvements actually encroach, including, without limitation, overhanging eaves, gutters, downpours, exterior storage rooms, walls, fences, streets and sidewalks. If any encroachments shall occur hereafter as a result of settling or shifting of any improvements, or as a result of any permissible repair, construction or reconstruction or alteration, or as a result of condemnation or eminent domain proceedings, a valid easement is hereby declared to exist for such encroachment and maintenance of the same. Every Lot shall be subject to an easement for entry and encroachment by the Declarant following conveyance of such Lot to its original owner as necessary for purposes of correcting any problem which may arise regarding grading and drainage. The Declarant, upon making entry for such purpose, shall restore the affected Lot or Lots to as near the original condition as practicable.

Section 18. Fuel Tanks. No fuel tank or similar storage receptacle may be exposed to view on a Lot. Fuel tanks or similar storage receptacles may be installed only within a Structure, within a screened area or buried underground, as approved by the DRC in its discretion. This provision shall not apply during construction of a Dwelling on a Lot.

Section 19. Driveways.

(a) No driveways or walkways can be located within five (5) feet of the side boundary lines of a Lot. Notwithstanding the foregoing, driveways and walkways can only be constructed on Lots at locations approved by the DRC, in its sole discretion.

Section 3. Material Changes. Unless the Association shall have received the prior written approval of at least two-third (2/3) of the first Mortgagees who have informed the Association of their addresses in writing and requested to participate in such decisions, the Association shall not be entitled to do any of the following:

(a) By act or omission, see to abandon, partition, subdivide, sell or transfer the Common Area owned by the Association; provided, however that the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area should not be deemed a transfer under the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against any Lot, or the Owner thereof;

(c) By act or omission, change, waive or abandon any scheme of regulation, or enforcement thereof, pertaining to the architectural design or the exterior appearance of residential dwellings, the maintenance of party walls or common fences and driveways, or the upkeep of lawns, plantings and improvements located in or on the Common Area; and

(d) Use hazard insurance proceeds for loss to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements.

Section 4. Taxes. First Mortgagees of Lots subject hereto may, jointly and severally pay taxes or other charges which are in default, and which may, or may become, a charge against any of the Common Area, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the laps of such policies for such Common Area, and first mortgagees making such payments shall be immediately reimbursed therefor by the Association.

Section 5. Rights in Insurance Proceeds and Condemnation Awards. No provision of this Declaration or any related PUD documents gives an Owner or any other party priority over any of the rights of any first mortgagee contained in its mortgage, in or to a distribution to such Owner of insurance proceeds or condemnation awards for a loss to or a taking of the Common Area or any part thereof.

Section 25. Outbuildings. Any outbuilding constructed upon a Lot must be approved by the DRC, and no such approval shall be granted unless said outbuilding is constructed of the same material or materials as the main Dwelling located on the Lot.

Section 26. Natural Buffers. Lots number _____ through _____, inclusive (hereinafter the "Buffer Lots") as shown upon the Plat, include a "Natural Buffer" across the rear portion of said Lots. The Owner of the Buffer Lots shall maintain the Natural Buffer in its natural state and shall not trim, cut, thin, or in any way alter the Natural Buffer, or any of the vegetation located thereon, without the express written permission of the DRC. The Natural Buffer is a requirement of Bryan County, Georgia and shall not be removed, reduced or altered without the express written permission of the Bryan County Board of Commissioners.

Section 7. Further Rights of Mortgagees. The Association shall make this Declaration, any bylaws or other rules pertaining to the Property, as well as all books, records and financial statements, available for inspection by any Mortgagee during normal business hours or, under other reasonable circumstances, any mortgagee, upon its request, shall be entitled to a financial statement of the Association for the immediately preceding fiscal year.

Section 8. Mortgagee Defined. The term "Mortgagee" as used in this Declaration shall be deemed to mean any holder of a security interest in any real property which constitutes a portion of the Property, including the beneficiary of a trust deed or a deed to secure debt.

ARTICLE IX **Indemnification**

Notwithstanding any duties of the Association to maintain any rights-of-ways or Common Areas within the Subdivision, and at the Entrance, or any other duties imposed upon or accepted by the Association, the Association shall not be liable for injury or damage caused by any latent or other condition in any portion of such rights-of-ways, or Common Areas, nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred in connection with any proceeding to which he may be a party or in which he may become involved by reason of his or her having been an officer or director of the Association, any settlement, whether or not such person is an officer or director of the Association at the time such expense and liabilities are incurred, except in such cases whether the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any such settlement, indemnification shall apply only

ARTICLE IX **Rights of First Mortgagees**

The following provisions, in addition to the provisions set forth elsewhere in this Declaration, shall be applicable to the holders, guarantors or insurers of first mortgages upon Lots subject to this Declaration and any amendment or supplements thereto:

Section 1. Planned Unit Development. This Declaration and other constituent documents create a de minimus planned unit development hereinafter referred to as a PUD.

Section 2. Assessment. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in its mortgage shall not be liable for unpaid assessments which accrued prior to the acquisition of title to such Lot by the Mortgagee.

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 Club, the manager, the Board of Directors, the DRC, the Landowner, or the Declarant, such party, if successful, shall be entitled to recover of the defendant therein all costs of the action, including 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 mailed, postage prepaid, to the last known address shown on the books of the Association for such addressee at the time of mailing or when delivered by hand.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with the Subdivision, bind the Subdivision and shall inure to the benefit of and be enforceable by the Association, an assignee of the Association, the Declarant, the DRC, or an Owner, and their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded. These covenants and restrictions shall automatically renew for successive ten (10) year periods unless terminated as herein provided. To terminate these covenants in whole or in part, at least two-thirds of the Owners of Lots affected by such covenant shall execute a document containing a legal description of the entire area affected by the covenant, a list of the names of all record owners of lots affected by the covenant, and a description of the covenant to be terminated, which may be incorporated by reference to another recorded document. Such document shall be recorded in the office of the Clerk of the Superior Court of Bryan County no sooner than but within two years prior to the expiration of the initial 20 year period or any subsequent 10 year period of these covenants.

Section 6. Notice to Mortgagees. A first Mortgagee, upon request, is entitled to written notification from the Association of any of the following:

(a) Any default in the performance by its borrower of any obligations under this Declaration or any related PUD documents which is not cured within 60 days;

(b) Any condemnation loss or any casualty loss which affects a material portion of the Property, or any of such mortgagee's security;

(c) any laps, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,

(d) Any proposed action which would require the consent of a specific percentage of mortgage holders.

constitute a default under such lease.

Section 8. Liability Insurance. The Association shall obtain and maintain a broad form public liability insurance policy covering all of the Common Area and all damage of or injury caused by the negligence of the Association or any of its agents, officers or employees, in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence, and such policy shall contain a waiver of the right of subrogation against the Association, its members, officers, agents or employees. The Association shall have the right to obtain (and shall obtain) such other insurance as necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs or the U.S. Department of Housing and Urban Development.

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

(a) Any actions brought by the Association, or the DRC, or an assignee of the Association to enforce any provisions of this Declaration (including, without limitation, the foreclosure of liens or the enforcement of use restrictions);

(b) Imposition and collection of assessments as provided hereinabove;

(c) Counterclaims brought by the Association in proceedings instituted against it.

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.

when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE X General Provisions

Section 1. Application. All Owners, employees of Owners, guests of Owners, tenants or other persons who may, in any manner, use the Subdivision or any portion thereof shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and the Bylaws of the Association and any Rules and Regulations formulated by the Board of Directors.

Section 2. Enforcement. The Association, an assignee of the Association, the Board of Directors, the DRC, 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

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 amend this Declaration.

(b) Upon termination of Declarant's Class B Membership in the Association, the Association shall have the authority to amend this Declaration by the affirmative vote of a majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Lease of Dwelling. No Dwelling shall be leased for transient or hotel purposes, nor may any Owner lease less than his entire Dwelling. All leases must be in writing and provide that the terms of the lease and the occupancy of the Dwelling are subject in all respects to this Declaration and to the Bylaws and Articles of Incorporation of the Association and any Rules and Regulations formulated by the Board of Directors pursuant to Article VII herein, and that any failure by any lessee to comply with the terms of such documents shall

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.

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal, by Declaring, on this ____ day of _____, 2015.

Signed, sealed and delivered
as to Declarant in the presence of:

BCLD, LLC

By: _____ (L.S.)

Witness

Notary Public

A. Partial structure

... (text) ...

... (text) ...

B. Spin water distribution factors

Proportion of spin water

... (text) ...

... (text) ...

Spin water storage

... (text) ...

Conclusions

... (text) ...

Appendix A - Inspection Summary Table

Inspection Area	Inspection Interval	Inspection Date	Inspection Results	Action
Control Structure	1 Year	10/17/2008	Control structure is in good condition. No significant deficiencies were observed.	None
Significance Definition Practice Procedure	1 Year	10/17/2008	Procedure is current and effective. All personnel are trained and understand the procedure.	None

APPENDIX B - INSPECTION LOGS

Log #	Inspection Date	Inspection Interval	Inspection Results	Action
1	10/17/2008	1 Year	Control structure is in good condition. No significant deficiencies were observed.	None
2	10/17/2008	1 Year	Procedure is current and effective. All personnel are trained and understand the procedure.	None