

Return to:  
Bill Glass, Esq.  
P.O. Box 10105  
Savannah, GA 31412

STATE OF GEORGIA            )  
  )  
COUNTY OF BRYAN         )

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE WOODS AT TOWN CENTRE**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”), is made and published on the \_\_\_\_\_ day of July, 2017, by Ford Avenue Development LLC, hereinafter referred to as “Declarant.”

WITNESSETH THAT

WHEREAS, Declarant is the owner of certain property in City of Richmond Hill being a part of Bryan County, Georgia, and being more particularly described in Article II, Section 1, hereof and hereinafter defined as the “Property”; and

WHEREAS, 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 purpose 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 which shall run with the Property and be binding on all persons having or hereafter acquiring any right, title, or interest in the property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1  
DEFINITIONS

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

SECTION 1 “Board of Directors” shall mean the board of Directors of the Property Owners Association (POA) described below.

SECTION 2 “Declarant” shall mean and refer to Ford Avenue Development LLC, or any person or entity who is named its assignee in a document 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 3 “Design Review Committee” or “DRC” shall mean the Committee established pursuant to Article V herein.

SECTION 4 “Dwelling” shall mean any building located on a lot and intended for use as housing for a single family.

SECTION 5 “Governing Documents” shall mean and refer to the following documents: (a) the Articles of Incorporation of the POA; (b) the By-Laws of the POA; (c) this Declaration; (d) any Supplemental Declaration recorded in accordance with this Declaration; (e) any Architectural Guidelines published by the DRC; (f) any Regulations promulgated by the POA; and (g) Board Resolutions, as published by the Board of the POA. The Governing Documents apply to all Owners and occupants of the Property, as well as to their respective tenants, guests, and invitees.

SECTION 6 “Living Area” shall mean the heated area of a Dwelling calculated from its exterior dimensions, excluding garages, terraces, decks, screened or open porches bonus rooms and like areas, all as defined by the DRC in its sole discretion.

SECTION 7 “Lot” shall mean and refer to any plot of land shown upon a recorded subdivision plat of the Property (including, but not limited to, the Plat described on Exhibit “A”), together with the improvements thereon, if any.

SECTION 8 “Member” shall mean and refer to every person who is a member of the POA.

SECTION 9 “Owner” shall mean and refer to the record owner, whether it is 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. In the event an entity having a security interest in a lot or dwelling becomes an Owner by way of foreclosure or any other legal method to gain title, such entity shall become an Owner and will be responsible for maintaining the Property and paying the POA membership dues.

SECTION 10 “Plat” shall mean and refer to the subdivision plat of the property recorded in the office of the Clerk of the Superior Court of Bryan County, Georgia in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, described on Exhibit “A” and incorporated herein by this reference.

SECTION 11 “Property” shall mean and refer to that certain real property described in Article 2 below.

SECTION 12 “Property Owners Association” or “POA” shall mean and refer to The Woods at Town Centre Property Owners Association, Inc. a Georgia non-profit corporation, its successors and assigns.

SECTION 13 "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 14 "Structure" shall mean anything erected, constructed or located in or upon the ground of any Lot either temporarily or permanently.

SECTION 15 "Voting Member" shall mean and refer to the Declarant and each Owner of a Lot that is eligible to vote under this Declaration and the Governing Documents.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

### SECTION 1 Phase One

"Phase One" of the Property shall mean and refer to those certain Single Family Lots shown as Lots 1 through 13 on the Plat. Phase One of the Property is hereby made subject to the terms of this Declaration.

### SECTION 2 Phase Two

Phase Two is anticipated to be approximately nine (9) Single Family Lots to be developed on the balance of the Property, which is depicted as the "REMAINING PORTION OF LOT 5" on the Plat. Declarant shall have the unilateral right and option to add all or any portion of Phase Two to this Declaration at any time by recording a Supplemental Declaration for such purposes.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

### SECTION 1 Membership

Ownership of a Lot shall be the sole qualification for membership in the POA and each Owner shall be and remain a Member of the POA until such time as his ownership ceases for any reason, at which time his membership in the POA shall automatically terminate. No Owner, whether comprised of one or more persons, shall have more than one membership per Lot. The provisions of this Section shall not affect or limit the voting rights of the Declarant provided under Section 2(b) below.

### SECTION 2 Voting Rights

The POA shall have two (2) classes of Voting Membership:

(a) Class A. The "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, then all such persons shall designate one (1) person to be the voting member for the Lot, to attend meetings of the POA and cast votes with respect to said Lot.

(b) Class B. The "Class B Member" shall be the Declarant and any assignee of Declarant who is designated as such in a recorded instrument executed by the Declarant. The Class B Member shall be a Voting Member of the POA and shall be entitled to cast the same number of votes as are contained in the total of all Class A Members, *plus one (1) vote*, until such time as 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 later to occur of the following: (i) when the Declarant no longer owns fee simple title to any of the Property, (ii) ten (10) years after the date this Declaration is recorded, or (iii) ten (10) years after the date that a Supplemental Declaration is recorded for purposes of submitting all or a portion of Phase Two of the Property to the Declaration (hereinafter referred to as the "Class B Membership Period"). Notwithstanding the forgoing, the Declarant may elect to voluntarily convert its Class B Membership to Class A Membership any time Declarant so elects, by calling a special meeting of all Class A Members and submitting a written statement, which shall be placed in the official minutes of such called special meeting, in which case the Class B Member shall become a Class A Member, including as many Class A votes as the Declarant owns Lots at such time.

Without limiting the foregoing, during the Class B Membership Period, the Class B Member shall appoint a majority of the members of the Board of Directors, as specified in the By-Laws. The Board of Directors of the POA shall be comprised of three (3) Directors, including (i) two (2) Directors appointed by Declarant or its designees, successors and assigns, and (ii) one (1) Director appointed by the majority vote of the Class "A" Members in accordance with the Bylaws. Additional rights of the Class B Member are specified in the relevant sections of the Governing Documents.

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

## ARTICLE IV COVENANTS AND ASSESSMENTS

### SECTION 1 Exemption

The Assessments provided for herein shall commence as to any Lot following its conveyance by Declarant. It is the intention of this Section that Assessments shall not apply to any Lots owned by Declarant.

### SECTION 2 Creation of Lien and Personal Obligation of Assessments

Subject to the provision of Section 1 above, each Lot Owner, by acceptance of a deed therefor, 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 POA:

- (a) Annual Assessments;
- (b) Special Assessments for Capital Improvements;
- (c) Limited Assessments for Private Streets;
- (d) Assessments for Wells and Irrigation; and
- (e) Assessments for Breach of the Governing Documents;

which are hereinafter collectively referred to as "Assessments." All Assessments shall be established and collected as hereinafter provided and all Assessments, together with interest, costs and attorney's fees, and all shall be a charge and lien upon the Lot 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 became 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

(a) The Annual Assessments levied by the POA shall be used exclusively for promoting the health, safety and welfare of the residents of the Property, including, without limitation:

(i) The maintenance and repair of any sign or signs located at the entrance of the subdivision, or right of ways;

(ii) The operation, maintenance of and payment of all utility bills for (1) street lighting on a Town Centre Boulevard and any roads within the Property, (2) lighting at the entrance(s) to the subdivision, and (3) lighting at any easements, common areas or buffers within the Property;

(iii) Maintenance of landscaping located at the entrance to the subdivision, along rights of way of any private roads, and/or along or within drainage easements, common areas and buffers within the Property;

(iv) The payment of all taxes of any nature paid by the POA;

(v) The payment of all management fees due or payable for the management of the POA;

(vi) The payment of premiums for any general liability insurance, directors liability insurance, or other insurance obtained by the POA in the ordinary course of its business;

(vii) The payment of all operating expenses of the POA including, but not limited to: postage expense, office supplies, accounting fees, including preparing any Federal or State tax returns, legal fees, office staff, office equipment and rents; and

(viii) The maintenance and repair of any drainage, utility or pedestrian walkway easements and any Common Areas within the Property, including any improvements made upon thereof or thereon.

(b) The Annual Assessment for each Lot shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

(i) Until December 31, 2018, the Annual Assessment shall be Eight Hundred Fifty and No/100 Dollars (\$850.00) per Lot.

(ii) The maximum Annual Assessment for the fiscal year beginning January 1, 2019 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 POA by an amount not to exceed 15% of the maximum Annual Assessment for the previous year. The affirmative vote of a majority of the Voting Members shall be required to approval an increase in the Annual Assessment of

more than 15% from the Annual Assessment of the previous year. 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 POA and the cost thereof.

#### SECTION 4 Assessments for Wells and Irrigation

(a) The Board of Directors has set the initial Assessments for Wells and Irrigation at \$25.00 per month (\$300.00 per year) per Lot. The maximum Assessment for Wells and Irrigation for the fiscal year beginning January 1, 2019 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 POA by an amount not to exceed 15% of the maximum Annual Assessment for the previous year. The affirmative vote of a majority of the Voting Members shall be required to approve an increase in the Assessment for Wells and Irrigation of more than 15% from the Annual Assessment of the previous year.

(b) The Assessment for Wells and Irrigation shall be used for the purpose of maintaining deep wells and irrigation lines used to transport non-potable water to the Lots, Common Area and private road rights of way shown on the Plat, including payment of any utility bills associated with such irrigation system.

#### SECTION 5 Limited Assessments for Private Streets

(a) The Board of Directors has set the initial Limited Assessments for Private Streets at \$60.00 per year per Lot. All Limited Assessments for Private Streets shall be deposited into an escrow account, to be maintained by the POA, until such time the escrow balance for Private Streets reaches \$24,000.00. The initial and all future Limited Assessments for Private Streets will be collected along with the Annual Assessments described in Article 4, Section 4(a) above. In the event that the cost to repair or resurface of Private Streets exceeds \$24,000.00, then, at any time and from time to time, the POA may impose additional Limited Assessments for Private Streets as necessary. The Board of Directors shall establish the amount of the Limited Assessments for Private Streets after consultation with a Registered Civil Engineer selected and retained by the Board of Directors. Any fees of such Engineer shall become a part of the Limited Assessment for Private Streets.

(b) The Limited Assessments for Private Streets shall be used for the purpose of: (i) defraying, in whole or in part, the costs of reconstruction, repair and/or replacement of the Private Streets within the subdivision, and (ii) establishing reserves for future reconstruction, repair or replacement of the Private Streets within the Property.

#### SECTION 6 Special Assessments for Capital Improvements

In addition to the Annual and Limited Assessments authorized above, the POA may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements situated on or within the Property, including the necessary fixtures and personal property related thereto, provided that any such assessments shall be approved by the affirmative vote of a majority of the Voting Members voting in person or by proxy at a meeting duly called for these purposes. Special Assessments may be collected on an annual, monthly or one-time basis, as determined by the Board of Directors.

SECTION 7 Assessments for Breach of the Governing Documents.

In the event that any Owner or their permittees fail to comply with any of the Governing Documents, as established and amended by the Declarant, during the Class B Membership Period, or the Board of Directors, from time to time, the Declarant and Board of Directors may issue Assessments against the responsible Lot Owner(s) in such amounts as they determine in their sole discretion, subject to Article \_\_\_\_ below, which shall be an Assessment for Breach of the Governing Documents, and which shall be and remain a lien on the Lot or Lots of that Owner(s) until paid and satisfied, or otherwise extinguished, in full.

SECTION 8 Notice and Quorum for Any Action Authorized under Sections 4 and 6

Written notice of any meeting of the POA called for the purpose of taking any action authorized under Sections 3 through 6 shall be sent to all Voting Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first meeting called for such purposes, the presence at the meeting of Voting Members, or of proxies, entitled to cast fifty-one percent (51%) percent of all eligible votes of the POA shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirements as the prior meeting, except that the required quorum at such subsequent meeting shall be one half (1/2) of the required quorum at the previous meeting, and so on; provided, however, that if any such subsequent meeting is held more than ninety (90) days following the date of the previous meeting, then the necessary quorum shall be restored to the original fifty-one percent (51%) threshold described above, subject (again) to reduction by half at each subsequent meeting conducted within said ninety (90) day period.

SECTION 9 Uniform Rate of Assessments

(a) Assessments shall be fixed at a uniform rate of all Lots, subject only to the exemption described in Section IV, Article 1, above.

SECTION 10 Date of Commencement of Assessments; Certificates.

(a) All Assessments provided for herein shall commence as to any Lot upon the conveyance of the Lot by Declarant to any third party. The amount of any annual Assessments due upon the conveyance of a Lot by Declarant shall be computed according to the number of days remaining in the fiscal year applicable to such Assessment.

(b) The Board of Directors shall notify each Owner regarding the amount and due date of each Assessment at least thirty (30) days in advance of the date that such Assessment is due.

(c) Upon written demand from an Owner and payment of a service fee of not more Fifty Dollars (\$50.00), the POA shall furnish a certificate in writing signed by an officer of the POA setting forth whether the Assessments due on a specified Lot have been paid,. A properly executed certificate of the POA as to the status of Assessments on a Lot shall be binding upon the POA as of the date of its issuance.

SECTION 11 Effect of Nonpayment of Assessments; Remedies of the POA

Any Assessment 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 judgements, or 15% per annum, whichever is lower, and such amount, together with interest, and

the cost 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 against its Owner, his heirs, devisees, personal representatives and assigns until paid and satisfied in full. The POA 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, all interest, costs, and attorney's fees in the amount of fifteen percent (15%) of the total amount of the Assessment (plus interest thereon) shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the POA may elect to declare the entire remaining amount of all Assessments due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot after commencement of the foreclosure action and the POA 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 12 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 transfer shall release such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

#### SECTION 13 Collection of Assessments upon Conveyance by Declarant

Notwithstanding anything contained herein to the contrary, the following Assessments shall be paid to the POA upon the conveyance of a Lot by the Declarant to a third party:

(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 for the next fiscal year will be due and collected along with the prorated balance for the fiscal year in which the closing occurs.

#### SECTION 14 Borrowing Money

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

### ARTICLE V ARCHITECTURAL CONTROL

#### SECTION 1. Purpose

It is the Declarant's purpose to prohibit any improvement or change in the Property that would

be unsafe or hazardous to any personal property or individual; to minimize destruction or diminution of the view afforded to all Lots, and to preserve as much as is practical of the visual continuity of the Property; to assure that the improvements and construction of the Dwellings and Structures on the Property will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property.

It is Declarant's intention and desire that all Dwellings and any accessory buildings resemble the architectural style of the "Coastal Cottage" or "Southern Cottage" designs commonly seen in the coastal region of Georgia and South Carolina. Because it is difficult to describe all of the characteristics of such designs, the Declarant has prepared and maintains a package of approved photographs and plan elevations for review by any prospective buyer of a Lot within the Property (the "Recommended Elevations"). All Dwellings and other Structures constructed on the Lots shall be compatible with the Recommended Elevations, unless a variance is approved in writing by the DRC. Without limiting the foregoing, prior to the closing the conveyance of any Lot by the Declarant, Declarant may require Purchaser to sign a written acknowledgment regarding the design standards described in the Recommended Elevations and the approval process described below.

## SECTION 2 Approval required

No single family residence, house, building, wall, dock, walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, pier or other structure (collectively, a "Structure") shall be commenced, erected, altered, modified or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof, 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, locations and grade of the same have been submitted to and approved in writing as to the 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

(a) 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 of the items listed in Article 5, Section 2 above.

(b) The DRC shall consult the Recommended Elevations for guidance regarding the design, elevation and other exterior characteristics of the Structures constructed on the Property. The DRC may prepare and, on behalf of the Board of Directors, promulgate such architectural review guidelines and design review procedures as it deems necessary or prudent for the administration of this Article V of the Declaration (hereinafter collectively referred to as the "Architectural Guidelines"). The Architectural Guidelines shall be made available to all Owners who desire to construct or install Structures on their Lot(s), and all Owners shall perform any and all such construction and installations strictly in accordance therewith.

## SECTION 4 Liability

Neither the DRC nor any member thereof shall be liable to the POA or to any Owner for any damage, loss or other prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings, and specifications, whether or nor defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Property; or
- (d) Any negligence or breach of contract by a builder performing construction within the Property.

#### SECTION 5 Authority of Declarant

There is reserved unto the Declarant the right to perform all functions of the DRC and to give the approvals and disapprovals otherwise within the jurisdiction of the DRC, so long as Declarant is the Class B Member of the POA.

#### SECTION 6 Procedures

Whenever approval is require 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 of the information required has been received by the DRC (or Declarant, as applicable). The DRC (or Declarant, as applicable) shall either approve or disapprove the design, location and other specifications presented within forty-five (45) days after receipt of same. If the plans and specification 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 expenses of the DRC, which fees shall be paid at time of submission of such plans.

#### SECTION 7 When Approval Deemed Granted

In the event the DRC (or Declarant, as applicable) shall fail to approve or disapprove a proposed design, plan and/or location within forty-five (45) days after all of the required plans and specifications have been received by the DRC, then the applicant may notify the DRC (or Declarant, as applicable) of its intent to commence construction of any work that appeared in his/her/its original submittal. The DRC (or Declarant, as applicable) shall have ten (10) additional days to grant approval or disapproval of the plans and location submitted. If the DRC (or Declarant, as applicable) fails to respond within ten (10) days following receipt of such notice of commencement, then approval shall be deemed granted, unless a suit to enjoin the proposed construction has been filed prior to the commencement of constitution in earnest. Plans and specifications shall not be deemed to have been submitted or received if they are incomplete, contain erroneous data, or if they fail to include such accurate and complete information as is necessary for the DRC (or Declarant, as applicable) 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 material, all of which shall be determined in the sole opinion of the DRC (or Declarant, as applicable). The DRC (or Declarant, as applicable) shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order or other injunctive relief.

#### SECTION 9 Architectural Review Fees

The DRC may charge a reasonable review fee for its initial and any subsequent review, the amount of which shall be established by the DRC or set forth in the Regulations. The DRC may, at its option, employ outside professional services for the review of plans and specifications and may pay them accordingly for this service.

### ARTICLE VI USE RESTRICTIONS

#### SECTION 1 Rules and Regulations

The Board of Directors shall have the power to formulate, publish, enforce rules and regulations concerning the Property, as provided in Article IX below. The Board of Directors shall have the power to waive or grant variances regarding such rules and regulations and the following restrictions subject to the terms of this Declaration.

#### SECTION 2 Lot Use

Lots shall only be used for private single family residential purposes. No building shall be erected, reconstructed 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 a model home or a sales office.

#### SECTION 3 Dwelling size, garages and driveway

No Dwelling shall be constructed upon any Lot within the Property unless:

(a) The minimum living area of a one story Dwelling is at least two thousand (2,000) square feet;

(b) The minimum first floor living area of a one and one half story Dwelling is at least one thousand seven hundred (1,700) square feet, and the total minimum living area of such one and one story Dwelling is at least two thousand two hundred (2,200) square feet;

(c) The minimum living area of a two story Dwelling is at least two thousand two hundred (2,200) square feet;

(d) All dwellings shall have a garage which contains at least 440 square feet and has either one (1) double garage door or two (2) separate garage doors. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof;

(e) All Dwellings must have a paved driveway with a paved parking area and the

additional parking pad required under Section 11 below. Driveways may be of alternative material, including but not limited to concrete based materials or granite based materials finished with a fine pea gravel product.

#### SECTION 4 Construction Quality

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

#### SECTION 5 Nuisances

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

#### SECTION 6 Home Occupation

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

#### SECTION 7 Temporary Structures

No temporary structure, 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. In the event of a dispute as to whether a structure is a temporary structure as prohibited hereunder, 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 four (4) household pets (including not more than 2 dogs) may be kept or maintained on a Lot or in a Dwelling, provided that they are not kept, bred, or maintained for a commercial purpose and provided, further, that they shall not, in the sole discretion of the Board of Directors constitute a nuisance or cause unsanitary conditions. All animals must be confined to their Owner's Lot or Dwelling, unless walked on a leash. No animal kept outside the Dwelling shall be kept in a manner which disturbs the quiet enjoyment of the other persons in the subdivision. Each Owner will be responsible for clean up and removal of fecal matter deposited by such Owner's pet(s) and shall be liable for, indemnify and hold harmless any other Owner, the Declarant and the POA from any loss, cost, damage or expense incurred by them as a result of any violation of this provision.

Owners may maintain other forms of pets within (and confined to) their Property so long as such pets do not create a nuisance, including, by way of example, such noise as can be heard or odors that can be smelled outside the Dwelling.

#### SECTION 9 Re-subdivision

No Lot shall be re-subdivided, 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

Subject to 47 U.S.C. § 303 *et. seq.*, and related FCC rules, 47 CFR § 1, no outside radio or television antennae, dishes or discs shall be erected on a Lot without the prior written approval of the Board of Directors, except for such customary residential cable television, telephone or internet equipment as is ordinarily provided by such FCC licensed television, internet and/or telephone companies as are then doing business in the Richmond Hill area.

#### SECTION 11 Guest Parking

In addition to the required driveway and attached parking area, a paved parking pad large enough to accommodate one (1) automobile must be constructed on each lot on which a dwelling is situated (a "Parking Pad"). The minimum size, location, materials and color of the Parking Pad must be approved by the DRC (or Declarant, as applicable) in its sole discretion.

#### SECTION 12 Clothes Lines

No clothes lines or other devices designed for drying clothes outside of the Dwelling shall be permitted within the Property. In the event of a dispute as to whether a device is a clothes line as prohibited hereunder, the determination as such by the DRC shall be controlling.

#### SECTION 13 Parking

(a) Automobiles, trucks and motorcycles must be parked in garages on the driveway area or on the Parking Pads required on each Lot;

(b) No commercial vehicles, buses, trailers, camping trailers, motor homes, recreation vehicle or boats (each a "Restricted Vehicle") may be maintained or parked within the Property, unless the owners thereof obtains a conditional parking permit from the Board of Directors. The Board of Directors shall have the authority, in its discretion, to establish the standard for the issuance of such permit and the authority to order the removal of any Restricted Vehicle maintained or parked in violation of its conditional parking permit. The cost of such removal shall be paid by such Owner of the removed Restricted Vehicle. In the event of a dispute as to whether a device is a Restricted Vehicle, as provided herein, the determination as such by the Board of Directors shall be controlling.

(c) No disabled automobile, truck, motorcycle or other Restricted Vehicle may be parked within the Property. No automobiles, trucks motorcycles or Restricted Vehicles shall be parked in the streets, right of way or common areas within the Property.

#### SECTION 14 Plants and Trees

No tress or shrubbery on a Lot may be cut, trimmed or disturbed until a lot disturbance permit has been issued by the DRC. The DRC shall have the authority to establish the standards for the issuance of such permits and may reject plans for construction of a Dwelling on a Lot if the trees or shrubbery previously existing on the Lot had been disturbed prior to the issuance of a lot disturbance permit or in violation of the conditions of such permit.

#### SECTION 15 Mailboxes

No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on any Lot. Based on new guidelines by the U S Postal Service all mail is to be delivered to a cluster box located on such common area within the Property as may be identified as the cluster box common area for residents to receive U. S. Mail.

#### SECTION 16 Signs

(a) No signs shall be displayed upon a Lot other than (i) a sign identifying the name of the contractor, lender or architect during construction of a dwelling or (ii) a professionally made "for sale" sign identifying that a Lot is for sale; provided that any such sign shall be placed only on the subject Lot, shall not exceed five (5) square feet in area and shall be suspended from a sign post, all as 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 Property.

(c) The provisions of this Section shall not apply to the Declarant during the Class B Membership Period.

#### SECTION 17 Drainage Ditches

No change shall be made in the level or courses of any drainage ditch or swale located within the Property without the prior written approval of the DRC. The Owner of a Lot 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 18 Setback

All structures erected on a Lot must be situated within the front, rear and side setback lines shown on the Plat. The Declarant and DRC shall have the right, in its sole discretion, to establish, waive, increase, decrease or modify the setback lines. The Declarant and DRC may also eliminate violations of setbacks and boundary lines by amending any of the Plats.

#### SECTION 19 Maintenance

(a) 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 POA may provide such maintenance as it deems necessary, and the cost there of shall be added to and become a part of the Annual Assessment to which such Lot is subject.

(b) Each vacant Lot must be mowed and maintained in a manner acceptable to the DRC, in its sole opinion. If in the sole opinion of the Board of Directors, a Lot Owner fails to properly maintain his Lot, the POA may provide such mowing and maintenance as it deems necessary, and the cost thereof shall be added to and become part of the Annual Assessment to which such Lot is subject. In the event of a dispute as to the definition of mowing and maintenance as used herein the determination as such by the Board of Directors shall be controlling.

#### SECTION 20 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 21 Driveways and Walkways

(a) No driveway or walkway shall be located within ten (10) feet of the side boundary lines of a Lot. Notwithstanding the foregoing, driveways and walkways may only be constructed on and within such locations as may be approved by the DRC in its sole discretion.

(b) Driveways and walkways can only be constructed of such materials as are approved by the DRC in its sole discretion.

#### SECTION 22 Golf Carts, All Terrain Vehicles (ATVs), Scooters, Mopeds, Go-Carts

Golf carts, all terrain vehicles (ATVs), scooters, mopeds, go-carts, and any other vehicles that are commonly referred to as recreational vehicles or carts (hereinafter collectively referred to as "Carts") shall be operated in accordance with all applicable law or ordinances and only on the streets and roads within the Property as shown on the Plat. Carts shall not be permitted on any easements, commons areas or shoulders of streets and roads within the Property. In the event of a dispute as to whether a device is a Cart as used herein, the determination as such by the Board of Directors shall be controlling.

#### SECTION 23 Firearms; Archery; Hunting

(a) No firearms, including but not limited to rifles, shotguns, pistols, pellet guns or BB guns shall be discharged on or within the Property.

(b) No archery equipment shall be shot or used within the Property.

(c) No hunting or shooting birds, squirrels or other animals shall be permitted within the Property.

### ARTICLE VII EASEMENTS

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 each boundary comprising a Lot for the erection, maintenance, installation, and use of electrical

systems, cable television systems, irrigation systems, landscaping, telephone wires, cables, conduits, sewers, water mains, and other suitable equipment, and such other improvements necessary or convenient for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, including but not limited to privately owned television systems and other communications cable and equipment. Within these easements, no structure, 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, without the approval of the DRC and/or Board of Directors. Declarant reserves unto itself, the POA, their permittees, and all policemen, firemen, ambulance personnel and similar emergency personnel a perpetual, alienable easement and right of ingress and egress over, upon, across and under the Property, any Lot or Dwelling, or any part thereof, in the proper performance of their respective duties for emergency and other exigent circumstances. Declarant further reserves unto itself and its permittees a perpetual, alienable easement and right of ingress and egress, over, upon, across and under all Common Areas located on and within the Property for such uses and purposes as may benefit the Property or any portion thereof without causing any material adverse affect to the Owners or any Lots. Without limiting the foregoing, the easements and rights set forth in this Article expressly include the right of Declarant to cut any trees, bushes, or shrubbery, make any grading of soil, and take any other similar action reasonably necessary to provide economical and safe utility or drainage or other installation and to maintain reasonable standards of health, safety and appearance within the Common Areas and easement areas described above. No improvements, including, but not limited to, walls, fences, paving or planting shall be erected upon any part of the Property which will interfere with the easement rights provided for in this Article, and no Owner shall take any action to prevent the POA, Declarant, or any public or private utility, or any of their agents, contractors or employees from utilizing the easements reserved herein.

#### ARTICLE VIII INDEMNIFICATION

Notwithstanding any duties of the POA to maintain any rights-of-ways or street lighting within the existing property and at the entrance, or any other duties imposed upon or accepted by the POA, the POA shall not be liable for injury or damage caused by any latent or other condition in any portion of such rights-of-ways, street lighting or otherwise, nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the POA be liable to any Owner or other person for performance of his duties, unless the same shall be due to the willful misfeasance of such officer or director. Each officer and director of the POA shall be indemnified by the POA against all expenses and liabilities, including attorney's fees incurred in connection with and 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 POA, or any settlement, whether or not such person is an officer or director of the POA at the time such expense and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance in the performance of his duties. In the event of any such settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the POA.

#### ARTICLE IX REGULATIONS

The use of the Property is and shall be subject to such regulations as may be published by the Declarant during the Class B Membership Period and the Board of Directors from time to time (the "Regulations"). The Declarant and the Board may from time to time adopt, amend, change, modify or eliminate any Regulation and may waive any violation of the Regulations, in their sole discretion, without notice to the Owners.

ARTICLE X  
ANNEXATION OF ADDITIONAL PROPERTY

The Declarant, during the Class B Membership Period, and the POA, from time to time, shall have the right to annex additional property into the Property and designate the use of such property or any portion of the property (e.g., Lots or Common Area) by the filing of an amendment, addendum or supplement to this Declaration describing the property annexed and imposing this Declaration upon such property or any portion of the property. All property annexed in this manner shall be a part of the Property as fully as if it had been a part thereof from the filing of this Declaration. As property is added to the Property, the Lots, if any, comprising such additional property shall be counted for the purpose of voting rights.

ARTICLE XI  
GENERAL PROVISIONS

SECTION 1 Application

All Owners, employees of Owners, guests of Owners, tenants or other persons who may, in any manner, use the existing Property or any portion thereof shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and the Bylaws of the POA and any rules and regulations formulated by the Board of Directors pursuant to Article VI herein.

SECTION 2 Enforcement

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

(b) Every Owner and occupant of a Lot shall comply with the Governing Documents. The Board of Directors may impose sanctions for violation of the Governing Documents after complying with the following procedure: (1) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed, provided the Board may, but shall not be obligated to suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. (2) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the

results of the hearing and the sanction, if any, imposed.

(c) Sanctions imposed by the Board may include, without limitation, imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot; suspending an Owner's right to vote; suspending any services provided by the POA to an Owner or the Owner's Lot if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the POA; exercising self-help in a non-emergency situation; and/or requiring an Owner, at its own expense, to remove any structure or improvements on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot, remove the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass. In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 2(b) of this Article: (i) abating an immediate violation on the Common Area and exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or (ii) bring suit at law or in equity to enjoin any violation or to recover monetary damages or both.

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

(e) Neither the Declarant nor the POA shall have any responsibility to police or enforce any violations of this Declaration or the Regulations and shall have no liability for any violations hereof or for the failure to create, monitor, or enforce any Regulations. Until the termination of the Class "B" Membership, the Declarant may, in its sole discretion, delegate, temporarily or for the period that these rights and authority are reserved to the Declarant, any and all rights of Declarant set out herein. Until the termination of the Class "B" Membership, the Declarant and, thereafter, the Board of Directors, may, in their sole discretion, waive any violation of this Declaration or the Regulations and grant variances to the covenants and use restrictions set forth herein or therein without the consent of the Members.

### SECTION 3 Severability

Invalidation of any Section or portion of this Declaration by judgement 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 send or required to be sent to any party under provisions of their Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last know address shown on the books of the POA 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 and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at least one hundred twenty (120) days prior to the expiration of the twenty (20) year term or any ten (10) year extension period, the covenants and restrictions are expressly terminated by an instrument signed by all of the Owners. A termination must

be recorded.

#### SECTION 6 Amendment of Declaration.

(a) Until termination of its Class B Membership in the POA, Declarant shall have the sole right, in its discretion, to amend this Declaration;

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

#### SECTION 7 Lease of Dwelling; No Short Term Leases

No Dwelling shall be leased for a term of less than six (6) months, nor may any Owner lease less than his entire dwelling. All leases must be in writing and provide 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 POA and any Rules and Regulations formulated by the Board of Directors pursuant to Article VI herein and that any failure by any lessee to comply with the terms of such documents shall constitute a default under such lease.

#### SECTION 8 Liability Insurance

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

#### SECTION 9 Litigation

No judicial or administrative proceedings shall be commenced or prosecuted by the POA 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 POA, the DRC, the Landowner or assignee of the POA or the Manager to enforce any provisions of this Declaration (including, without limitation, the foreclosure of liens or the enforcement of use of restrictions);
- (b) Imposition and collection of assessments as provided hereinabove;
- (c) Counterclaims brought by the POA in proceedings instituted against it.

#### SECTION 10 Conflicts

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

## SECTION 11 Gender and Number

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

## SECTION 12 Common Areas

Declarant or successor and assigns shall have the right, but not the obligation, in their sole discretion, to convey to the POA any property within the Property to be held and used by the POA as "Common Area" for the use of all Owners (herein "Common Areas"). The designation of "Common Areas" or "Wetlands" on any plat or maps of the Property shall not create an obligation of Declarant to convey such "Common Area" or "Wetlands" to the POA and Declarant specifically reserve the right to decline to convey such areas to the POA.

## SECTION 13 Time of the Essence

Time is of the essence for purposes of this Declaration.

## SECTION 14 Other Insurance

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

## SECTION 15 NOTICES

Any notice required to be sent to any Member or Owner under the provision of this Declaration and service of any legal proceedings shall be deemed to have been properly sent and received when personally delivered or mailed, post paid, to the last known address of the person who appears as that person authorized to receive notice or to vote as shown on the records of the Association at the time of such mailing. Any such notice shall be deemed validly given if provided in English, unless otherwise approved by the Board of Directors. It shall be the responsibility of an Owner to have notices or other correspondence translated to the language of their origin or language of common usage.

## ARTICLE X FENCES

### SECTION 1 General

The construction, reconstruction and alteration of all fences situated within the Property must be approved by the DRC as required under Article V above prior to construction, reconstruction or alteration as the case may be. All fencing must be part of the submittal of the primarily Dwelling. No cyclone fences, coated cyclone fences shall be approved as fencing unless approved by DRC and located in an area that can not be seen from any road or adjacent property.

### SECTION 2 Swimming Pool Fences

The DRC shall have the right, in its sole discretion, to waive, modify or amend the above restrictions in regard to fences surrounding swimming pools.

ARTICLE XI  
CONSTRUCTION WASTE MATERIALS

SECTION 1    General

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

(a)    If there is sufficient area on a Lot upon which a Dwelling is being constructed for a truck to pass to the rear of such Lot, then all Construction Waste Materials related to the construction of said Dwelling must be stored and situated at the rear of said Lot;

(b)    A roll off trash container which can hold a minimum of twenty (20) cubic yards of Construction Waste Materials ("Container") must be maintained on each Lot no closer than thirty (30) feet to any Lot line and all Construction Waste Materials must be kept and maintained in such Container.

(c)    The only Construction Waste Materials which can be burned within the existing Property are wood and paper and these can only be burned in a fifty-five (55) gallon drum.

(d)    After a Dwelling is "dried in", as defined by Declarant, all Construction Waste Materials must be removed from the Lot and the Lot shall be "rough graded" as defined by and to the satisfaction of Declarant.

(e)    If, in its sole discretion, the Declarant determines that a Lot Owner or a builder constructing a Dwelling for a Lot Owner, does not comply with any of the provisions of this Article XII, then Declarant shall have the option, in its sole discretion, to take whatever actions it deems appropriate to correct said non-compliance and the cost of such corrections plus fifty (50%) per compliance and the costs shall be paid to the Declarant by the Owner of the Lot on which the non-compliance occurs. The amounts due the Declarant pursuant to this Article XII shall constitute a lien upon and encumber the Lot with respect to which the corrections have been made, and the Declarant, and its successors and assigns, shall have the same rights and remedies to record and foreclose such a lien and collect such amount as set forth in Article IV herein.

ARTICLE XII  
ASSIGNMENT OF POA'S RIGHTS AND DUTIES

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

ARTICLE XIII  
CONSTRUCTIVE NOTICE

Every person, firm, association, partnership, corporation or other entity who hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented to and agreed to every covenant, condition and restriction contained in this

Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person, firm, association, partnership, corporation or other entity acquired an interest in such portion of the Property.

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this Declaration on this \_\_\_\_ day of July, 2017.

Signed, sealed and delivered  
in the presence of:

Ford Avenue Development LLC, a Georgia  
limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Its: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

**EXHIBIT "A"**

**Legal Description of the Property**

All those certain lots, common areas, easements, roads, tracts and parcels of land situate or lying in the 20th G.M. District of Bryan County, Georgia, and being more particularly described as The Woods Subdivision on that certain plat of survey titled "A Subdivision Plat of The Woods, 20<sup>th</sup> G.M. District, City of Richmond Hill, Georgia", prepared for C'mere, LLC, by Terry Mack Coleman, Registered Land Surveyor No. 2486, dated June 1, 2017, and being recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Public Records of Bryan County, Georgia, which plat is incorporated herein by reference as a part of this description.

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

TOGETHER with any and all improvements located thereon.