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STATE OF GEORGIA)
)
COUNTY OF GLYNN)

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WOODLAND COVE**

THIS DECLARATION is made on this 31st day of March, 2021 by Smith Family Homes, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of Woodland Cove, a planned residential development containing single family, detached houses located on certain real property in Glynn County, Georgia owned by Declarant and more specifically described in Exhibit A attached hereto ("Woodland Cove" or the "Property");

WHEREAS, Declarant desires to insure the attractiveness of the community, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Woodland Cove, and to provide for the improvement, maintenance, and upkeep of the Common Areas (as hereinafter defined) and other common facilities;

WHEREAS, Declarant desires to provide for a system whereby the Lot Owners (as hereinafter defined) will pay for the maintenance and upkeep of the Common Areas and whereby the Lot Owners will abide by the restrictions, rules and regulations imposed by the Declaration;

WHEREAS, Declarant deems it desirable to create an organization to own, maintain and manage the Common Areas for Woodland Cove, to perform services and enforce covenants and restrictions exclusively applicable to Woodland Cove and to collect and disburse the assessments and charges hereinafter imposed; and

WHEREAS, Declarant has caused to be created for the purposes aforesaid, a Georgia non-profit corporation under the name of WOODLAND COVE HOMEOWNERS ASSOCIATIONS, INC.

NOW, THEREFORE, Declarant declares that the Property (including but not limited to all Lots, as defined hereinafter, and the Common Areas, as defined hereinafter) are and shall be owned, held, transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens which shall run with the land referred to herein as the Property and be binding upon and inure to the benefit of all Lot Owners thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. The following terms shall be defined as follows:

- (a) "Architectural Control Committee" means the Architectural Control Committee as set forth in Article VI hereof.
- (b) "Association" means Woodland Cove Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.
- (c) "Board of Directors" means the Board of Directors of the Association.
- (d) "By-Laws" means the by-laws of the Association.
- (e) "Common Area(s)" means the areas designated Reserved, Open Space or Common Area on the recorded subdivision map(s) or plat(s) for the Project, and all areas which are not a part of any Lots and/or which are generally considered areas of common use, including easement area(s), parking area(s), walking and picnic areas, detention ponds facilities, drainage ditches, storm water related management systems and entrance signage, owned for the benefit of the Association and for the common use and enjoyment of its members.
- (f) "Declarant" means Smith Family Homes, LLC and any successor or assign to whom it assigns its interest as Declarant hereunder in whole or in part by instrument recorded in the official records of the Superior Court of Glynn County, Georgia.
- (g) "Declaration" means this declaration and all amendments or supplements thereto.
- (h) "Initial Capital Contribution" is defined in Article V, Section 9 of this Declaration.
- (i) "Lot" means any numbered lot or plot of land, together with any improvements thereon, as shown upon any recorded subdivision map(s) or plat(s) covering the Project or a part thereof, which is not a dedicated street or Common Area as defined in this Declaration.
- (j) "Lot Owner" or "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot as defined in this Declaration.
- (k) "Maximum Annual Assessment" is defined in Article V, Section 4 of this Declaration.
- (l) "Member" means a member of the Association.
- (m) "Project" means the planned development known as Woodland Cove which includes or will include single family, detached lots which shall be developed and constructed on the Property, and any additional phases and additional land made subject to this Declaration by recordation of a supplemental declaration.
- (n) "Property" means the property described on Exhibit A attached hereto which Property includes the Lots and the Common Areas and such additions thereto as are or shall become subject to this Declaration.

- (o) "Rules and Regulations" means reasonable rules and regulations as may be adopted from time to time by the Association.
- (p) "Special Assessment" is defined in Article V, Section 5 of this Declaration.
- (q) "Supplemental Annual Assessment" is defined in Article V, Section 4 of this Declaration.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration and within the jurisdiction of the Association is located in Glynn County, Georgia and is shown on the maps recorded in the Superior Court of Glynn County, Georgia and is more specifically described on Exhibit A attached hereto and incorporated herein by this reference.

Section 2. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in the following ways:

(a) Additional land which is contiguous to the Property described herein (but may be separated by roads or Common Areas) may be annexed to the Property by Declarant or its designated assignees and brought within the scheme of this Declaration and within the jurisdiction of the Association in future stages of development, without the consent of the Association or its members; provided, however, that said annexations, if any, must occur within fifteen (15) years after the date of this instrument.

(b) The additions authorized under subsection (a) shall be made by filing of record supplementary declarations with respect to the additional property which shall extend the scheme of this Declaration and the jurisdiction of the Association to such property and thereby subject such additions to assessment for their just or ratable share of the Association's expenses. The supplementary declarations may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect only the different character of the added property and that are not inconsistent with the provisions of this Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

(a) Class A. Class A Members shall be all Lot Owners with the exception of Declarant; provided, however, that Declarant shall become a Class A Member if one hundred percent (100%) of all Lots within the Project have not been sold fifteen (15) years after the first Lot is conveyed to a buyer for use as that buyer's residence (as opposed to conveyance to a homebuilder who intends to construct a house and sell to an ultimate owner), as provided in subsection (b) of this Section 2. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be Members, but no more than one (1) vote shall be cast with respect to any Lot. The

vote for any such Lot shall be exercised as the Members holding an interest in such Lot determine among themselves. In the event of disagreement, the decision of Members holding a majority of interest in such Lot shall govern. Unless the Association is otherwise notified in writing by a co-owner as to a dispute between the co-owners regarding their vote prior to the casting of that vote, the vote of a co-owner shall be conclusively presumed to be the majority vote of the Lot Owners of that Lot.

(b) Class B. The sole Class B Member shall be Declarant, which Class B Member shall be entitled to four (4) votes for each Lot owned. Notwithstanding the foregoing, if one hundred percent (100%) of all Lots within the Project have not been sold within fifteen (15) years after the first Lot is conveyed to a buyer for use as that buyer's residence, then the Class B Membership for Declarant shall cease and be converted to a Class A Membership with one (1) vote for each Lot owned. In addition, the Class B Membership for Declarant shall cease on the conveyance of one hundred percent (100%) of all Lots within the Project unless Declarant then owns any land contiguous to the Project (which land may be separated by roads or Common Areas) that Declarant intends to incorporate into the Project pursuant to Article II, Section 2 of this Declaration, and in that event Declarant shall remain the sole Class B Member with four (4) votes for each lot planned on such contiguous land. In addition and notwithstanding anything stated herein to the contrary, prior to the sale of the last Lot in the Project, Declarant may assign its rights as Declarant to the owner(s) of any contiguous land(s) provided that such owner(s) contemporaneously incorporate such land(s) into the Project by recording a Supplemental Declaration to this Declaration.

Section 3. Suspension of Voting Rights. Voting rights attributable to an ownership interest in a Lot shall be suspended throughout the term of any default under these Declarations or the By-Laws by a Lot Owner.

Section 4. Control by Declarant. Notwithstanding any other language or provision to the contrary in the in the Association's articles of incorporation or by-laws, or in this Declaration, Declarant hereby retains the right to appoint and remove any members of the Board of Directors of the Association and any officer or officers of the Association until the earlier of (i) ninety (90) days after the cessation of the Class B Membership or conversion of the Class B Membership into Class A Membership pursuant to Article III, Section 2 hereof or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers by a written letter to the Association from Declarant. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this section, such right shall automatically pass to the Lot Owners (including Declarant if Declarant then owns one or more Lots). A special meeting of the Association shall be called for and held within ninety (90) days from the date of the expiration or surrender of Declarant's rights hereunder. At such special meeting, the Lot Owners shall elect a new Board of Directors which shall undertake the responsibilities of running the Association and Declarant shall deliver to the new Board of Directors the books, accounts, and records, which it has kept on behalf of the Association as well as any agreements or contracts executed by or on behalf of the Association which may still be in effect or operation. Each Lot Owner by acceptance of a deed to or other conveyance of the Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this section. Declarant's rights under this subsection shall survive foreclosure of all or any portion of the Property.

ARTICLE IV PROPERTY RIGHTS

Section 1. Lot Owners Easement of Enjoyment. Except as limited by this Article IV, every Lot Owner shall have a right and easement to use and enjoy the Common Areas established initially and in all future stages or sections of the Project. All such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area and to limit the use of said facilities to Lot Owners who occupy a residence on the Property, and to their families, tenants, and guests as provided in Section 2 of this Article IV (provided that nothing stated in this Declaration shall obligate the Declarant or Association to construct any such facilities or amenities);

(b) The right of the Association to suspend the voting rights and rights of a Lot Owner to the use of the facilities for any period during which any assessment against the Lot Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless at least eighty percent (80%) of the votes of the Association agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that the foregoing shall not preclude the Board of Directors or the Declarant from granting easements for the installation and maintenance of electrical, telephone, cable television, water and sewerage service and drainage facilities upon, over, under and across the Common Area without the approval of the membership when, in the sole opinion of the Board of Directors or Declarant, such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the Property;

(d) The right of the Association, with the approval of Members entitled to vote at least eighty percent (80%) of the votes of the Association to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred for the purpose of improving the Common Areas and facilities, with the rights of such creditors to be subordinate to the rights of the Lot Owners hereunder;

(e) The right of the Association or its representative to enter any Lot, at reasonable times and with reasonable advance notice, in order to perform any maintenance, alteration, or repair required herein to be performed by the Association, and the Lot Owner of such Lot shall permit the Association or its representative to enter for such purposes; and

(f) The right of the Association or its representative to immediately enter any Lot in the case of any emergency threatening such Lot or any other Lot for the purpose of remedying or abating the cause of such emergency.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Lot Owner in Section I of this article may be exercised by members of the Lot Owner's immediate family who occupy the residence of the Lot Owner within the Project as their principal residence in Glynn County, Georgia.

(b) Tenants. The right and easement of enjoyment granted to every Lot Owner in Section 1 of this article may be delegated by the Lot Owner to his or her tenants or contract purchasers who occupy a residence within the Project, or a portion of said residence, as their principal residence in Glynn County, Georgia.

(c) Guests. Common Areas and their facilities may be utilized by guests of Lot Owners, tenants or contract purchasers subject to such rules and regulations governing said use as may be established by the Board of Directors.

Section 3. Use Restrictions.

(a) Residential Use. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only. Lease or rental of a Lot for residential purposes shall not be considered to be a violation of this covenant, so long as (i) the lease is in compliance with the provisions of this Declaration, the By-laws and reasonable Rules and Regulations adopted by the Board of Directors and (ii) shall adhere to all City or County Ordinances at the time of the lease (iii) the owner of the residence being leased or rented provides the Board of Directors with notice of intent to rent or lease and a copy of the proposed rental agreement or lease, and receives written consent from the Board of Directors prior to giving possession to the proposed lessee/renter.

(b) Prohibition of Renting for Transient or Hotel Purposes. No Owner shall rent his Lot for transient or hotel purposes, which for the purposes of this Declaration, shall be defined as either a rental for any period less than one hundred eighty (180) days or any rental if the lessee of the Lot is provided customary hotel services. Each permitted lease shall be in writing and shall be subject to this Declaration, the Bylaws, and the Rules and Regulations adopted hereunder and any failure of the lessee to comply with the terms of such documents shall be a default under the lease and this Declaration. Other than the foregoing restrictions, each Lot Owner shall have the full right to lease all or any portion of his or her Lot.

(c) Rules and Regulations. Use and enjoyment of the Property shall be governed and regulated by the Rules and Regulations set out in this article, which may be amended or abrogated only by amendment to this Declaration, as provided herein. However, the Board of Directors shall have the power to formulate, publish and enforce reasonable supplemental rules and regulations and may provide for imposition of fines and other penalties for the violation thereof or for the violation of any of the covenants, conditions and restrictions contained in this Declaration.

(d) Antennas/Satellite Dishes. Except for such as are covered by and installed in strict compliance with the requirements of the Telecommunications Act of 1996, as amended, no outside radio or transmission tower or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed by a Lot Owner or permitted by a Lot Owner to remain on his or her Lot in any location other than the rear of the dwelling unit and not visible from the road way without the prior written approval of the Board of Directors or the Architectural Control Committee, if any.

(e) Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Property, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

(f) Dwelling Size. The total square footage of the main structure located on a Lot, exclusive of one-story open porches and garages, shall not be less than one thousand two hundred (1,200) square feet.

(g) Nuisances. No activity deemed noxious or offensive by the Board of Directors or the Architectural Control Committee, if any, shall be carried on upon any Lot or within the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Board of Directors or Architectural Control Committee. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, failure of Lot occupants to insure that garage doors are closed at all times except when automotive traffic is moving in or out; the maintenance of an auto repair site; the maintenance of unsightly outdoor storage of personal property (including but not limited to toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards; and similar unsightly activity (such as use of outdoor clothes drying lines) not in keeping with the aesthetic

character and high level of appearance of the community. No potentially hazardous or toxic materials or substances shall be used or stored on any Lot other than normal household, lawn and garden products which shall be used by Lot Owner in a manner that will not permit spills or runoff of such materials anywhere within the Property. No activity shall be allowed which violates local, state or federal laws or regulations and the Board of Directors shall have the right, but not the obligation, to take enforcement action in the event of a violation.

(h) Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets, such as dogs and cats, shall not exceed two (2) in number, except for newborn offspring of such household pets which are under three (3) months in age. Notwithstanding the foregoing, Pit Bull Terriers, German Shepherds, Boxers or any other dog breeds deemed by Declarant, in its sole discretion, to be an aggressive breed are expressly prohibited, and the Association shall have the right to prohibit, or require the removal of, any dog or other animal which the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard after consideration of factors such as size, breed and disposition of the animal, likely interference by the animal with the peaceful enjoyment of the Property by Lot Owners, and the security measures taken by the Lot Owner with respect to such animal.

(i) Temporary Structures and Parking of Vehicles On street and Off street. No residence or other improvement of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. No mobile house trailers, on or off wheels, recreational vehicles, motor homes (other than ones used by the initial home builder(s) in the subdivision), vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle (known generally as campers), commercial vehicles of any kind or boats or boat trailers shall be permitted, parked or stored in the Common Area or within any Lot, unless inside the garage of that Lot with the garage door closed; provided that the temporary parking of commercial vehicles will be permitted while the driver thereof is on business delivering goods or services to a customer within the Property. No vehicle of any type which is abandoned or inoperative shall be stored, parked or kept in the Common Area nor shall any such vehicle be stored, parked or kept on any Lot if it can be seen from any other Lot or from any street within the Property, and no automobiles or other mechanical equipment may be dismantled or parts thereof stored on any said Lot. **No vehicles of any type shall be parked on the sidewalk or within a street right-of-way, nor shall vehicles of any type be parked or stored on any part of a Lot not improved for that purpose (i.e. improved with a garage, driveway or parking pad).** This prohibition shall not preclude occasional, overnight or temporary daytime overflow parking within the street right-of-way by guests of a Lot Owner, or tenant of a Lot Owner, as long as no inconvenience is imposed upon one or more Owners of other Lot(s). The provisions of this Section shall not preclude the parking of construction trailers within the Property or the construction, maintenance and use by Declarant of temporary buildings and other structures while there are new lot construction and/or sales activities within the Property. Daytime and overnight parking of trucks and other construction vehicles shall also be permitted throughout the Lot development and Lot construction periods.

(j) Sign. No signs or other advertising devices shall be erected upon or displayed or otherwise exposed to view on any Lot, or any improvement thereon, without the prior written consent of the Association, except that "For Sale" signs not exceeding 18" x 24" may be placed on a Lot and provided, further, that Declarant may post temporary "For Sale" and other advertising signs anywhere on the Property until such time as all Lots owned by Declarant have been sold and conveyed.

(k) Control of Dogs. Every person owning or having possession, charge, care, custody or control of a dog shall keep such dog exclusively upon his or her Lot; provided, that such dog may be taken off the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

(l) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage and other waste shall be stored in sanitary containers in accordance with the rules and regulations of the Association and of any health or public safety authority having jurisdiction over the Property. No trash, garbage or other waste may be placed within the Common Area, except in containers approved by the Association.

(m) Garages. Garages are included in the required number of parking spaces and shall not be converted to living space. Garage doors shall be kept closed unless in active use by the Lot Owner or his or her who occupy a residence within the Project. When garage doors are open, the interior should be maintained in such a way to not be unsightly and take away from the streetscape of the community.

(n) Artificial Vegetation, Exterior Sculpture, Exterior Statuary and Similar Items. No artificial vegetation or plastic animal decoration, such as pink flamingos, etc. shall be permitted on any Lot unless placed temporarily on the property by a church or charitable organization in connection with fund raising purposes. Exterior sculpture, fountains, flags, birdbaths, birdhouses and similar items must be approved by the Declarant or the Architectural Control Committee.

(o) Firearms. The use of firearms is prohibited on the Property. The term firearms includes, without limitation, B-B guns, pellet guns, bow and arrows, slingshots and small firearms of all types.

Section 4. Wetlands Ordinances and Regulations. Portions of the Common Area may be designated as wetlands by the US Army Corps of Engineers and may be shown as wetlands on the recorded maps of the Project. Any areas designated as wetlands must be maintained as wetlands in compliance with any applicable laws, ordinances and regulations governing wetlands until such time as changes to such laws, ordinances and regulations allow these areas to be maintained or developed in a condition or state other than as previously required of areas designated as wetlands.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants and agrees, and each Lot Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association (a) annual assessments or charges; (b) special assessments for capital improvements (such assessments to be established and collected as hereinafter provided); and (c) an initial capital contribution. The annual assessments, special assessments, and initial capital contribution, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation the Lot Owner with the exception of the Declarant, but not of a Lot Owner's successors in title unless expressly assumed by such successor.

Section 2. Purpose of Annual Assessments. The assessments levied annually by the Association against each Lot ("Annual Assessments") shall be used as follows:

(a) to repair, maintain and/or improve the entrance of the Project, including the erection, maintenance, and repair of signage, planters, irrigation, lighting and landscaping, and to provide and pay for utility charges for irrigation and lighting of the signage located thereon;

(b) to keep the entrance of the Project clean and free from debris, to maintain same in a clean and orderly condition and to maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal and replacement of landscaping and repair of irrigation systems;

(c) to keep the Common Areas clean and free from debris, to maintain the same in a clean and orderly condition and to maintain the landscaping thereon in accordance with the highest standards for private parks, including any necessary removal or replacement of landscaping;

(d) to repair, maintain and/or improve the Common Areas;

(e) to pay all ad valorem taxes levied against the Common Areas, excluding any other property owned by the Association;

(f) to pay the premiums on all insurance carried by the Association pursuant hereto or pursuant to this Declaration and the By-laws;

(g) to pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the By-laws;

(h) to maintain contingency reserves in amounts determined by the Board of Directors;

(i) to promote the recreation, health, safety and welfare of the residents of Woodland Cove as it relates to this Association;

(j) to perform maintenance and repair any and all improvements of the Association; and

(k) to perform maintenance and repair of the private storm water facilities (including but not limited to rear yard swales and detention pond(s)) within Woodland Cove.

Section 3. Payment of Annual Assessments: Due Dates.

The Annual Assessments provided for herein shall be paid monthly, directly to the Association. The Annual Assessments for the fiscal year beginning January 1, 2021 shall be Two Hundred Fifty and No/100 Dollars (\$250.00) per Lot owned by a Class A Member; provided, however, that if the first assessment year shall have fewer than twelve (12) months, the foregoing amounts shall be proportionately reduced. The Annual Assessments for each and every year thereafter shall be in an amount as set by the Board of Directors as provided herein. The Board of Directors shall fix the amount of the Annual Assessment as to each Lot for any fiscal year at least thirty (30) days prior to January 1 of such fiscal year, and the Association shall send written notice of the amount of the Annual Assessment, as well as the amount of the first installment due, to each Lot Owner on or before January 1 of such fiscal year. Failure of the Association to send the notice described in this Section 3 shall not relieve the Lot Owners of their liability for Annual Assessments. Each Annual Assessment shall be paid by the 15th day of each year.

Section 4. Maximum Annual Assessment.

(a) For the fiscal year beginning January 1, 2022, and each fiscal year thereafter, the Board of Directors, by a vote in accordance with the By-Laws and without a vote of the Members, may increase the Annual Assessments each year by a maximum amount equal to the previous year's Annual Assessments times the greater of (1) twenty percent (20%), or (2) the annual percentage increase in the Consumer Price Index , All Urban Consumers , United States, All Items (1982-84=100) (hereinafter "CPI") issued by the U.S. Bureau of Labor Statistics for the most recent 12- month period for which the CPI is available. If the CPI is discontinued, then there shall be used the index most similar to the CPI which is published by the United States Government indicating changes in the cost of living.

(b) Notwithstanding the foregoing Section 4(a) or anything stated in this Declaration to the contrary, from and after January 1, 2022, the Annual Assessments may be increased above the increase permitted in section 4(a) without limitation if such increase is approved by a vote of not less than eighty percent (80%) of Members owning Lots, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the Annual Assessments at an amount not in excess of the maximum set forth in subparagraph (a) above (the "Maximum Annual Assessment"). If the Board of Directors shall levy less than the Maximum Annual Assessment for any calendar year and thereafter, during such year, determine that the important and essential functions of the Association as to the Common Area cannot be funded by such lesser assessment, the Board of Directors may, by a vote in accordance with the By-Laws, levy a supplemental Annual Assessment (hereinafter "Supplemental Annual Assessment"). In no event shall the sum of the Annual and Supplemental Annual Assessments for any year exceed the applicable Maximum Annual Assessment for such year.

Section 5. Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy against each Lot Owner with the exception of the Declarant. in any assessment year, a special assessment (hereinafter the "Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any reconstruction, repair or replacement of the Common Areas, including a pool, cabana, entrance monument , parking areas, and any capital improvement located thereon, including lighting, water lines and other fixtures, poles, wires, railings and other facilities located thereon and personal property related thereto; provided that any such assessment must be approved by a vote of no less than eighty percent (80%) of Members owning Lots at a meeting duly called for this purpose.

Section 6. Assessment Rate. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots except Lots owned by the Declarant.

Section 7. Notice and Quorum for any Action Authorized Under Sections 3, 4, and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 or 5 shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members and proxies entitled to cast sixty percent (60%) of the votes appurtenant to each Class of Lots (Class A and Class B) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Commencement of Assessments. The Annual Assessments provided for herein shall commence for each individual Lot upon the closing of a completed single family residence constructed on that Lot to an Owner other than Declarant. The first assessment year shall be the period commencing on the date regular annual assessments commence and ending on the December 31 next following. The regular Annual Assessment for the first assessment year shall be prorated from the amount fixed by the Board of Directors for a full twelve-month year, based on the number of months to be contained in the first

assessment year. Subsequent assessment years shall be each successive calendar year; provided, however, that at any time the Board of Directors may change the assessment year to correspond to a fiscal year selected by the Board of Directors.

Notwithstanding the provisions of this article hereof, the Declarant may at its election postpone, in whole or in part, the date on which the Annual Assessment shall commence, provided that the Declarant maintains the Common Areas for which no assessment is being collected during the period of such postponement.

Section 9. Initial Capital Contribution. Each purchaser of a Lot with the exception of the Declarant will pay an Initial Capital Contribution to the Association in an amount of Two Hundred Fifty and No/100 Dollars (\$250.00). Amounts paid shall not be considered advance payments of Annual or Special Assessments. This purpose of the Initial Capital Contribution is to build a capital reserve for future improvements, repairs, and maintenance of the Common Areas and facilities, including but not limited to maintenance of the storm water systems serving the Property.

Section 10. Certificate Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 11. Special Assessments Regarding Damage to Common Area. In addition to the powers for assessments set forth herein, the Board of Directors shall have the power to levy a special assessment applicable to any particular Owner responsible for damage to the Common Area, through intentional conduct or any act or omission of himself, members of his family, his agents, guests, employees or invitees.

Section 12. Effect of Nonpayment of Assessments, Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be assessed a late charge in the amount of Twenty-Five and No/100 Dollars (\$25.00), and the assessment with late charge shall bear interest from the due date at an annual rate of ten percent (10%) per annum. The Association, or its agent or representative, may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien in the same manner as a mortgage lien foreclosure against the Lot to which the assessment is related and, in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment to the extent allowed by law. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Lot Owner's Lot.

An additional One Hundred Fifty and No/100 Dollars (\$150.00) shall be charged for each lien placed upon a Lot as evidenced by a notice of assessment recorded in the official records of Glynn County, Georgia.

No charge may be imposed more than once each month for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. When an assessment is paid more than fifteen (15) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment. The Association may bring legal action against the Lot Owner personally obligated to pay a delinquent assessment or fine and, after notice and opportunity for hearing, the Association may suspend a delinquent Lot Owner's membership rights in the Association while the assessment or fine remains unpaid. In any legal action to enforce payment of an assessment or fine, the Association shall be entitled to recover interest, costs and reasonable attorneys' fees.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, however, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Control. No building, fence, sign, wall, dwelling, accessory building, improvement or structure of any kind including a paved surface on any Lot shall be erected, constructed, placed, demolished, or altered until an application, including plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing by the Declarant during the period in which Declarant has the right to appoint the members of the Board of Directors and then, after Declarant no longer has the right to appoint the Board of Directors, by an architectural control committee which is hereby empowered to approve such applications and which shall at all times be comprised of not less than three (3) owners of single family home Lots and not more than five (5) owners of single-family home Lots who have been appointed by the Declarant or the Board of Directors (hereinafter the "Architectural Control Committee"); provided, however, that no such approval shall be required for alterations to the interior of any residential structure. If the Architectural Control Committee, having not theretofore approved or disapproved an application, fails to approve or disapprove an application within ten (10) days following receipt of written notice of failure to act, which written notice is given at least thirty (30) days following receipt of the initial application, the application shall be deemed approved. In the event an Owner of a Lot shall make an unauthorized change to the Lot, as described herein, the Board of Directors (or the Architectural Control Committee, if any) shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore its appearance, as nearly as reasonably possible, to the same as it was prior to the unauthorized change. The cost of such work and any other costs or attorney's fees incurred in the enforcement of these provisions shall be added to and become a part of the assessments to which such Lot is subject. The restrictions herein contained shall have no application to the development, improvement, maintenance and repair of the Property by Declarant or by the Association, and neither the Board of Directors nor the Architectural Control Committee shall have any power or authority to review or require modifications in plans and specifications for construction or installation of improvements by Declarant.

ARTICLE VII
INSURANCE

Section 1. By Lot Owners. Each Lot Owner shall procure and maintain fire and extended coverage insurance as follows:

(a) Coverage. All improvements upon a Lot shall be insured in an amount equal to one hundred percent (100%) of its insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, and

(ii) Such other risks as from time to time shall be reasonably required by the Association.

(b) Liability. Public liability insurance shall be secured by each Lot Owner with limits of liability of no less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) per occurrence.

Section 2. By Association. The Association shall procure and maintain insurance coverage as follows:

(a) Common Areas. All insurance policies upon the Common Areas shall be purchased by the Association for the benefit of the Association and the Lot Owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance for certificates or mortgagee endorsements to the mortgagees of Lot Owners upon request therefore by any Lot Owner.

(b) Coverage. All buildings and insurable improvements upon the Common Areas and all personal property of the Association included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

(i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief, and

(ii) Such other risks as the Association may from time to time elect to protect against.

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million and No/00 Dollars (\$1,000,000.00) per occurrence and shall include an endorsement to cover liability of the Lot Owners, as a group, to a single Lot Owner.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and shall be included as part of the annual assessment described hereinabove.

(e) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Lot Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the By-laws and for the benefit of the Lot Owners and their mortgagees in the following shares:

(i) Proceeds on account of damage to Common Areas and facilities shall be paid to and held by the Association;

(ii) If an insured casualty shall occur on the Common Area, resulting in damage to Lots or to personal property of Lot Owners or injury to a Lot Owner or members of a Lot Owner's family, proceeds from Association insurance shall be held in undivided shares for the affected Lot Owners in proportion to the cost of repairing the damage or injuries suffered by each Lot Owner, which cost shall be determined by the Association; and

(iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Lot Owner of that Lot shall be held in trust for the mortgagee and the other Lot Owners, as their interests may appear.

Section 3. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association insurance trustee shall be distributed in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provisions made therefore.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs to the Common Area. Any proceeds remaining after defraying such cost shall be distributed to the affected Lot Owners as provided in Section 2(e) (ii) of this Article.

Section 4. Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise execute control over the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to six (6) months assessments, plus reserves accumulated at the time of the bonding.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

Neither Declarant, nor any Member, nor the Board of Directors, nor the Association, nor any officers, directors, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, agents nor employees shall be liable for any incidental or consequential damages for failure to inspect the Lots, Common Areas or any other portion of the Property or any improvements thereon or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of the Property or any improvements thereon.

The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board of Directors from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of Directors of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorney's fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, by-law, agreement, vote of members or any disinterested directors or otherwise and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of such a person.

The Association shall undertake to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this article or in the By-laws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE IX EASEMENTS

Section 1. General. All of the Property, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewer lines, storm drainage facilities, gas lines, telephone lines, electric power lines and other public utilities as shall be established by the Declarant, and Declarant, prior to conveying the Common Area to the Association, and the Association, after conveyance of the Common Area to the Association, shall have the power and authority to grant and establish upon, over, under, and across the Common Areas such further easements as are in the opinion of either of them, requisite for the convenient use, development and enjoyment of the Property. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress, and regress across all Common Areas now or hereafter owned by the Association, for the purpose of development of the Property and construction of improvements within the Property.

Section 2. Construction. Declarant hereby reserves a construction easement over the Property for the purposes reasonably related to installation of streets and utilities and construction of dwellings on the Lots and improvements on the Common Areas, and Declarant and its contractors shall have full rights of ingress and egress to and through, over and about the Property during such period of time that Declarant is engaged in any construction or improvement work on or within the Property and shall further have an easement for the purpose of storing the materials, vehicles, tools, equipment, etc., which are being utilized in such construction. No Lot Owner, nor his/her guests or invitees, shall in any way interfere or hamper Declarant or its employees or contractors in the exercise of these rights and easements.

Section 3. Emergency. There is hereby reserved, without further assent or permit, and to the extent permitted or required by law, a general easement exercisable by all firemen, ambulance personnel, policemen and similar persons to enter upon any portion of the Property in the performance of their

respective duties. The Association and its agents shall also have the right to enter the Lots and any improvements located thereon for the purpose of making emergency repairs or replacements.

Section 4. Ingress and Egress. Declarant reserves and hereby dedicates easements for pedestrian and vehicular ingress and egress over the streets and sidewalks of the Property and easements for pedestrian traffic over and along the jogging trails and other Common Areas within the Property, which easements may and shall be freely enjoyed by all Lot Owners, and by their families and invitees, so Long as such use and enjoyment is not in violation of law, of the use restrictions set out herein or of any supplemental rules and regulations promulgated by the Board of Directors.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, Failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for an initial term of twenty (20) years from the date this Declaration is recorded with the Clerk of the Superior Court of Glynn County, Georgia, after which time this Declaration and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless terminated or altered by Members who are entitled to vote at least eighty percent (80%) of the votes of the Association. Any termination of the Declaration shall comply with the provisions of O.C.G.A Section 44-5-60(d)(2) except that a vote of eighty percent (80%) of the Association shall be required to terminate the Declaration.

Section 4. Amendment. This Declaration may be amended by the Declarant during the first thirty-six (36) months after the date first above-written without the approval of the other Lot Owners if such amendment is required to meet any requirement of local or state laws or regulations, or a requirement of the Department of Housing or the Veterans Administration, or for the betterment of the overall community to be located within the Property subject to this Declaration, or to correct any errors or inconsistencies within this Declaration. In addition, this Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than eighty (80%) percent of the Lots, and thereafter by an instrument signed by the Lot Owners of not less than seventy-five (75%) percent of the Lots. Any amendment must be properly recorded.

Section 5. Management and Contract Rights of Association. Declarant may enter into a contract with a management company or manager for the purpose of providing professional services in the operation, care, supervision, maintenance, and management of the Property. However, no such contract shall be binding upon the Association except through express adoption or ratification of the terms and conditions of such contract by the Board of Directors of the Association. Any management contract entered into by Declarant, or by the Association while Declarant is in control thereof, shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of control by Declarant to the Association.

IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed the day and year first above written.

WITNESS:

SMITH FAMILY HOMES, LLC
By and through its Manager,




Notary

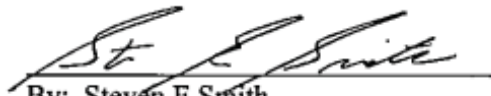

By: Steven E Smith
Its: Manager



Exhibit A
Property Description

All that certain lots, tracts or parcels of land, lying and being in the 1356th G.M. District, County of Glynn, Georgia, shown and designated as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 31, 32, 33, 34, 35, 36, 37, and 38, WOODLAND COVE SUBDIVISION, PHASE ONE, together with all common areas, as shown on that certain Subdivision Plat entitled "WOODLAND COVE, PHASE ONE, G.M.D. 1356, GLYNN COUNTY, GEORGIA" prepared by Shupe Surveying Company, P.C. dated April 6, 2010 and recorded June 18, 2010 in Plat Record Book 31, Page 347, in the Office of the Clerk of Superior Court of Glynn Count, Georgia.

Subject, however, to all easements, restrictions and right-of-way of record.