

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COVINGTON POINTE

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FOR
COVINGTON POINTE

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
COVINGTON POINTE

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVINGTON POINTE (this "Declaration") is made this ____ day of August 2012, by all parties who execute this Declaration or sign a consent and joinder to this Declaration as Owner-Declarants (the "Owner-Declarants"), and **SGAR PROPERTIES, LLC**, a Georgia limited liability company (the "Developer-Declarant", and together with the Owner-Declarants, the "Declarant"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Declarant, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Declarant and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
CREATION OF THE COMMUNITY

Section 1.1 **Purpose and Intent.** Declarant, as the Declarant hereunder and as an owner of the real property described in Exhibit "A," intends by recording this Declaration to establish a general plan of development for the planned community known as Covington Pointe. This Declaration provides a flexible and reasonable procedure for Covington Pointe's future expansion as Developer-Declarant deems appropriate, and provides for its overall development, administration, maintenance, and preservation. An integral part of the development plan is the creation of the Covington Pointe Homeowners Association, Inc., an association comprised of all owners of real property in Covington Pointe, to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other documents related to operation and governance of Covington Pointe referenced in this Declaration (together, the "Governing Documents") in accordance with the provisions of O.C.G.A. 44-3-220 through O.C.G.A. 44-3-235.

This document does not and is not intended to create a condominium under Georgia law.

The Owner-Declarants have joined in the Declaration solely to subject the portions of the Property owned by such Owner-Declarant to the Declaration. No Owner-Declarant shall be deemed the Developer-Declarant for purposes of this Declaration.

Section 1.2 **Mutuality.** The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.3 **Benefits and Burdens.** Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II **DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Act.** The Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220 through 44-3-235.

Section 2.2 **Association.** Covington Pointe Homeowners Association, Inc., a Georgia corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits "B" and "C", respectively.

Section 2.3 **Board.** The Board of Directors of the Association.

Section 2.4 **Builder.** A licensed contractor that has purchased a Lot or Lots for the purpose of construction of a dwelling intended for resale.

Section 2.5 **Common Area.** All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer-Declarant, an Owner-Declarant, or by the Association, and which the Developer-Declarant (and the Owner-Declarant if the Property is owned by the Owner-Declarant when the Property is designated) has designated for the common use of the Owners in this Section 2.5, if any, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof.

Section 2.6 **Developer-Declarant.** SGAR Properties, LLC, and its successors and such of its assigns as to which the rights of the Developer-Declarant hereunder are specifically assigned. Developer-Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer-Declarant as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to SGAR Properties, LLC, as the Developer-Declarant of the Property is not intended and shall not be construed, to impose upon SGAR Properties, LLC, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from SGAR Properties, LLC, and develop and resell the same.

Section 2.7 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) or the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, if any, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Board.

Section 2.8 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed. In addition, as used in this Declaration, the term "Lot" shall also mean a "lot" within the meaning of the Act, such that all provisions of the Act relative to "lots" shall apply to the "Lots" within the meaning of this Declaration.

Section 2.9 **Owner.** The record owner or owners of any Lot or parcel within the Subdivision, including a Builder.

Section 2.10 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.11 **PD.** The Covington Pointe PD, as may be amended from time to time.

Section 2.12 **Restricted Buffer Area.** The buffer area designated on any plat approved for the Subdivision or the master plan approved for the Subdivision located within the boundaries of any Lot that contains a Restricted Buffer Area and the farthest edge of any adjacent Restricted Buffer Area that is within the boundary of any Lot (as provided for in the PD) and as shown on the Master Plan approved for the PD.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Declarant to subject any other property now or hereafter owned by the Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer-Declarant may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this

Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, schools, open space or similar lands shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Glynn County, Georgia, a Supplementary Declaration executed by the Developer-Declarant, with the consent of the Owners to the lands to be added. Developer-Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer-Declarant may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer-Declarant's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Glynn County, Georgia, a Supplementary Declaration executed by the Developer-Declarant and any Owner of the parcels to be withdrawn.

ARTICLE IV **THE ASSOCIATION**

Section 4.1 **Membership.** Each Owner, including the Declarant (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have two classes of membership:

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

(b) **Class B Members.** The sole Class B Member shall be the Developer-Declarant. The Class B Member may appoint a majority of the members of the Board of Directors during the Class B Control Period, as specified in the Bylaws. Additional rights of the Class B Member are specified in the Governing Documents. After termination of the Class B Control Period, the Class B Member shall have a right to disapprove Board and committee actions as provided in the By-Laws.

The Class B Control Period shall terminate upon the earlier of:

(i) when 75% of the total number of Lots permitted by the Master Plan for the Property described in the PD have certificates of occupancy issued thereon and have been conveyed to Class A Members other than Builders;

(ii) June 30, 2032;

(iii) Such earlier date as the Developer-Declarant may choose to terminate the Class B Membership upon notice to the Association.

Upon termination of the Class B Membership, Developer-Declarant shall be a Class A Member entitled to Class A voting rights for each Lot that it owns.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area**. Developer-Declarant agrees that all of the Common Area owned by Developer-Declarant shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is thirty (30) days following the conveyance of the last Lot owned by the Developer-Declarant to any party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment**. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer-Declarant (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Owners holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, and all governmental restrictions including but not limited to the PD;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer-Declarant or the Association;

(d) The rights of the Developer-Declarant under Section 5.3 to add to or withdraw land from the Common Area;

- (e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 Right of the Developer-Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer-Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer-Declarant as Common Area or Limited Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, schools, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer-Declarant shall own any Lot, the Developer-Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer-Declarant's sole discretion. Prior to such withdrawal of land from the Common Area or Limited Common Area, the Developer-Declarant agrees to obtain the written consent of Builder to the same, such consent not to be unreasonably withheld. The prior two sentences notwithstanding, in the event such withdrawal of Common Area or Limited Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer-Declarant shall not have the right to withdraw such Common Area or Limited Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area or Limited Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Glynn County, Georgia, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area or Limited Common Area by the Developer-Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer-Declarant shall be deemed to be Common Area or Limited Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer-Declarant pursuant to Section 2.5 hereof and this Section 5.3, even if the Developer-Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area or Limited Common Area pursuant to this Section 5.3, upon the Developer-Declarant's written request, the Association shall promptly execute and deliver to the Developer-Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area or Limited Common Area.

Section 5.4 **Maintenance of Common Area and Restricted Buffer Areas** **Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in the PD, any applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers (“ACOE”), Georgia Department of Environmental Protection (“GDEP”), and Glynn County, Georgia and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by all local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System that is not located within the Glynn County right-of-way or any easements in favor of the County. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities. All maintenance obligations of the Association shall be performed as ordered by the Board, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration. Notwithstanding anything to the contrary in this Declaration, the Owner of any Lot or Limited Common Area associated with the Owner’s Lot that contains any portion of the Restricted Buffer Area provided for under the PD shall be responsible for maintaining the portion of the Restricted Buffer Area located on the Owner’s Lot in accordance with the requirements of the PD and any applicable approved landscape plan. In accordance with the PD, no structures of any kind other than fences may be placed or built in any Restricted Buffer Area.

Section 5.5 **Easement for Maintenance Purposes.** The Developer-Declarant hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual, non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area and Limited Common Area, including without limitation, the Surface Water or Storm Water Management System and the Restricted Buffer Areas, or other portions of Property required to be maintained by Association in accordance with the requirements of this Declaration. By the easement granted hereby, the Association and its successors, assigns, agents and contractors, shall have the right to enter upon any portion of any Lot or Limited Common Area, which is included within the Surface Water or Storm Water Management System, at all reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No Owner or other person shall

alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association and any governmental authorities having jurisdiction over the Surface Water or Stormwater Management System. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1 **General.** Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements (“Initial Construction”), no landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with the PD and architectural criteria which may be imposed from time to time by the Developer-Declarant, the Architectural Review Board (“ARB”) or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the ARB and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The term “Initial Construction” shall include, without limitation, construction of improvements by a Builder in accordance with plans and specifications approved in advance by the Developer-Declarant. Approval of a Builder’s plans and specifications shall only be required once for any model plan; provided, further, no plans or landscaping approval shall be required for the Initial Construction of the same model on another Lot.

No approval shall be required to repaint the exterior of a structure in accordance with the ARB’s most recently approved color scheme, or to rebuild in accordance with previously approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his or her Lot without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Lot that are visible from outside the structure are subject to approval.

This Article VI shall not apply to Developer-Declarant’s activities, nor to activities of the Association during the Class B Control Period.

Section 6.2 **Architectural Review and Approval.**

(a) **By Developer-Declarant.** Each Owner, by consenting to this Declaration or accepting a deed or other instrument conveying any interest in any portion of the Property, acknowledges that Developer-Declarant has a substantial interest in ensuring that the improvements within Covington Pointe enhance the reputation of the community and do not impair Developer-Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article shall be commenced on such Owner's Lot unless and until Developer-Declarant or its designee has given its prior written approval for such activity, which approval may be granted or withheld in Developer-Declarant's or its designee's sole and absolutely discretion for any reason, including purely aesthetic reasons.

In reviewing and acting upon any request for architectural approval, Developer-Declarant or its designee shall be acting solely in Developer-Declarant's interest and shall owe no duty to any other person. Developer-Declarant's rights reserved under this Article VI shall continue during the Class B Control Period, unless earlier terminated in a recorded instrument executed by Developer-Declarant.

Developer-Declarant may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder.

(b) **By Architectural Review Board.** Upon delegation by Developer-Declarant or expiration or termination of Developer-Declarant's rights under this Article VI, the Association, acting through the ARB, shall assume jurisdiction over architectural matters.

Section 6.3 **Powers and Duties of the ARB.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board.

The ARB shall have the following powers and duties:

(a) To recommend amendments to the Architectural Criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer-Declarant shall be entitled to elect or appoint a majority of the members of the Board, only the Developer-Declarant shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a

copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Developer-Declarant.** No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer-Declarant in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer-Declarant from time to time, provided, however, a Builder's Initial Construction plans and specifications approved by the Developer-Declarant shall not be subject to subsequent review in the event that the Developer-Declarant modifies or changes applicable architectural criteria.

Section 6.6 **Variance.** The Developer-Declarant and the ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer-Declarant or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the

matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it affect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, the PD or other zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer-Declarant, the ARB, or the Association as contemplated by this Article VI, neither the Developer-Declarant, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer-Declarant, the ARB, or the Association.

ARTICLE VII **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. As more fully provided in Section 44-3-232(a) of the Act, all sums lawfully assessed by the Association against any Lot and the owner thereof, whether for the share of the common expenses pertaining to that Lot, fines, or otherwise, and all reasonable charges made to any Lot Owner for materials furnished or services rendered by the Association at the Owner's request or on behalf of the Lot Owner or Lot, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Purpose of Assessments.

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-

recurring expenses related to, the Common Area, including the Surface Water or Stormwater Management System.

7.2.2 The Board may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board at the time such special assessment is levied. Any funds collected pursuant to such a special assessment shall not be used to pay for Initial Construction.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer-Declarant shall commence upon the recordation of this Declaration in the current public records of Glynn County, Georgia. Annual assessments shall be collectable in advance on a periodic basis established by the Board from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectable in advance in the manner established by the Board at the time such special assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer-Declarant.** As more fully provided in Section 44-3-232(a) of the Act, all assessments levied by the Board of Directors in accordance with this Declaration shall be due and payable in full to the Association, and shall be secured by the lien of the Association on every Lot owned by the delinquent Member, and such lien shall bind such Lot or Lots in the hands of the then owner, and his heirs, devisees, successors, and assigns.

The lien of the Association shall be effective from and after recording in the public records of Glynn County, Georgia, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments that are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent

assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal and the fair rental value of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

Section 7.5 **Priority of Lien.** The lien of the assessments provided for by this Declaration shall have priority over all other liens, except:

- (1) Liens for ad valorem taxes on the Lot;
- (2) The lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the declaration; or
- (3) The lien of any secondary purchase money mortgage encumbering the Lot provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot.

Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Class "B" Control Period, the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

ARTICLE VIII
EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance**. The Association may provide maintenance upon any Lot including any Limited Common Area or Restricted Buffer Area located within any Lot requiring same, when necessary in the opinion of the Association's Board to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 7.3, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access**. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or Limited Common Area at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX
UTILITY PROVISIONS

Section 9.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System**. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond,

park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection.** Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 9.4 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER-DECLARANT

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business or home occupation may be conducted on any part thereof except as allowable under the PD and as approved by the ARB and the Association. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer-Declarant. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer-Declarant, in its sole discretion, at the time written consent for such subdivision is given by the Developer-Declarant.

Section 10.2 **Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of thirteen hundred (1,300) square feet of heated and air conditioned living area.

Section 10.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer-Declarant.

Section 10.4 **Setbacks and Height.**

10.4.1 **Front.** No dwelling shall be erected within twenty (20) feet of any front Lot line.

10.4.2 **Side.** No dwelling shall be erected within seven (7) feet of any side Lot line.

10.4.3 **Rear.** No dwelling shall be erected within seven (7) feet of any rear Lot line or the nearest edge of the Restricted Buffer Area, where present.

10.4.4 **Corner Lots.** The front setback will be twenty (20) feet and the secondary right-of-way (side) shall be ten (10) feet.

10.4.5 **Height.** Maximum building height shall not exceed thirty-five (35) feet for single family development (including townhomes) and forty-five (45) feet for multi-family residential development.

10.4.6 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

10.4.7 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

Section 10.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

10.5.1 Except for landscaping installed by the Developer-Declarant, a landscaping plan for each Lot including any Restricted Buffer Area and Limited Common Area appurtenant thereto, must be submitted to and approved by the Developer-Declarant at the time of Initial Construction of a residence on such Lot. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with Centipede, St. Augustine or Bermuda grass varieties or any other grass approved by the ARB will be required as set forth in the architectural criteria established pursuant to Article VI hereof. All Lots including any Restricted Buffer Areas, and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake, or farthest edge of the Restricted Buffer Area. Restricted Buffer Areas may be left in a natural wooded state, or may be cleared of trees with less than a six (6) inch diameter and may be grassed or left with natural ground cover.

10.5.2 Subsequent to approval by the Developer-Declarant of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with the PD, such plans and Section 10.5.1 above, within thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of Glynn County, Georgia, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area which sum may be collected as provided in Article VII hereof.

Section 10.6 **Motor Vehicles and Boats.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot without prior written consent of the Developer-Declarant, except within a building, or

otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer-Declarant and in an area designated by the Developer-Declarant.

Section 10.7 **Special and Conditional Uses**. No Special or Conditional Uses as defined by Glynn County Regulations and provided for by the PD shall be allowed within the Subdivision without the prior written consent of the Developer-Declarant.

Section 10.8 **Nuisances**. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable, radio or satellite reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.9 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer-Declarant or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.10 **Lakes**. Only the Developer-Declarant and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use. The Developer-Declarant and the Association shall have the sole and absolute right (but not the obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include in the boundary of the Lot or Lot's Limited Common Area a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, which are in any Lot or Lot's Limited Common Area shall be maintained and controlled by the Owner of such Lot's Limited Common Area. If such Owner fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of such Owner pursuant to the provisions of Article VIII of this Declaration. Title to any Lot or Limited Common Area which includes a lake shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer-Declarant and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The

Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 10.11 **Insurance and Casualty Damages**. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements may be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials without the approval of the ARB. Any other replacement plans for a destroyed dwelling or improvement on any Lot must be approved by the ARB. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.12 **Trees**. No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer-Declarant or the ARB, except for trees located within an approved building pad, and the area within five (5) feet of such building pad.

Section 10.13 **Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.14 **Signs**. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, directional signage to be used during the construction of homes within the Property shall be solely subject to the approval of the Developer-Declarant.

Section 10.15 **Lighting**. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.16 **Animals**. All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. No dangerous breed of pet, including, without limitation pit bulls, rottweilers, or venomous snakes, shall be kept by any Owner on any portion of the Property. No Owner may keep more than two dogs or three cats on any portion of the Property. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner

to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.17 **Maintenance of Lots, Limited Common Areas and Restricted Buffer Areas**. After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or such Lot's Limited Common Area or Restricted Buffer Area where present. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots, Limited Common Areas and Restricted Buffer Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot or Limited Common Area for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board detracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot and Limited Common Area in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot, Limited Common Area or Restricted Buffer Area.

Section 10.18 **Fences**. Except as approved by the Developer-Declarant as part of Initial Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot, Limited Common Area, Restricted Buffer Area, or any other portion of the Property.

Section 10.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.20 **Window Air Conditioning**. No window air conditioning units shall be installed on any building within the Subdivision.

Section 10.21 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with the PD, the terms of all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.22 **Platting and Additional Restrictions**. The Developer-Declarant shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration or the PD, with respect to any undeveloped portion or portions of the Property owned by the Developer-Declarant.

Section 10.23 **Builder's Rights**. Notwithstanding anything in this Article to the contrary, Builder shall have the right to: (i) develop and construct residential dwellings and related improvements on any portion of the Property owned by Builder, and make any additions, alternations, improvements, or changes thereto all in compliance with Builder's plans and specifications approved in advance by the Developer-Declarant; (ii) maintain a sales office (for the sale and re-sale of residential dwellings) and construction operations within the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Property for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of any portion of the Property owned by Builder; (v) post, display, inscribe or affix to the exterior of any portion of a Lot or portions of the Property owned by Builder, signs and other materials used in developing, constructing, selling, or promoting the sale of any portion of the Property, including without limitation, Lots owned by Builder; and (vi) undertake all activities which are necessary for the development and sale of any portion of the Property or Lots and improvements owned by Builder.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER-DECLARANT

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer-Declarant reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area or Limited Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot.

Section 11.2 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer-Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or reserved in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 11.3 **Future Easements**. Developer-Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer-Declarant. In addition, Developer-Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area and Limited Common Area so long as Developer-Declarant shall own any portion of the Property. The easements granted by Developer-Declarant shall not materially or

adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area or Limited Common Area.

Section 11.4 **Cable Television or Radio.** Developer-Declarant reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes.** The Developer-Declarant reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot, the Common Area, and Limited Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer-Declarant or the Association.

Section 11.6 **Rights Re: Temporary Structures, Etc.** Developer-Declarant reserves the right for itself, it's successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses, sales office and/or other structures upon Lots owned by the Developer-Declarant or Builder, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision.

Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer-Declarant.

ARTICLE XII **GENERAL PROVISIONS**

Section 12.1 Remedies for Violations.

12.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer-Declarant, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE, the County, or other agency with jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE, the County, or other agency and it shall be the Association's responsibility to assist the ACOE, the County, or other agency in any such enforcement proceedings. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial

preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

12.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time, which fine may become a lien upon the Property.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) All monies received from fines shall be allocated as directed by the Board.

(g) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(h) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 12.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 12.3 **Additional Restrictions**. No Owner, without the prior written consent of the Developer-Declarant, may impose any additional covenants or restrictions on any part of the Property, but the Developer-Declarant may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 12.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 12.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer-Declarant, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and the County or any other applicable agency with jurisdiction. Any amendment to this Declaration shall be executed by the Association and Developer-Declarant, if applicable, and shall be recorded in the current public records of Glynn County, Georgia.

Section 12.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer-Declarant assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the ACOE permit. The Developer-Declarant hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer-Declarant's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with the ACOE or other applicable Permit. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer-Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or

Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 12.7 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 12.8 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.9 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Glynn County, Georgia.

Section 12.10 **Disclaimers as to Water Bodies**. NEITHER THE DECLARANT, THE ASSOCIATION, BUILDER, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY CONSENT TO THIS DECLARATION OR BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 12.11 **Disclaimers as to Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER-DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES, INCLUDING BUILDERS, WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER-DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER-DECLARANT'S, BUILDER'S AND THE OTHER AFORESAID RELATED PARTIES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

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EXHIBIT A

Legal Description of the Property

Lots 3, 4, 6, 103 and 105, Covington Pointe Phase 1B, according to the Plat thereof recorded at Plat Book 32, page 52, of the public records of Glynn County, Georgia.

Lots 91, 92, 93, 94, 116, 117, 118, 119 and 120, Covington Pointe Phase 1A, according to the Plat thereof recorded at Plat Book 30, page 462, of the public records of Glynn County, Georgia.

EXHIBIT B

Articles of Incorporation

Control No. 12052670

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Drive

Atlanta, Georgia 30334-1530

**CERTIFICATE
OF
INCORPORATION**

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

**COVINGTON POINTE HOMEOWNERS
ASSOCIATION, INC.**

a Domestic Non-Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **06/25/2012** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on June 25, 2012



B. P. Kemp

Brian P. Kemp
Secretary of State

ARTICLES OF INCORPORATION
of
COVINGTON POINTE HOMEOWNERS ASSOCIATION, INC.
(a Georgia Non-Profit Corporation)

ARTICLE I
NAME

The name of this corporation shall be **Covington Pointe Homeowners Association, Inc.** (the "Association").

ARTICLE II
PRINCIPAL OFFICE

The initial mailing and principal office address of the Association is located at: 1 Independent Drive, Suite 3130, Jacksonville, Florida 32202. The Association is NOT a condominium association under Georgia law. All books and records of the Association shall be kept at its principal office.

ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent and address of the Association is Corporate Creations Network Inc., whose address is 2985 Gordy Parkway, 1st Floor, Marietta, Georgia, 30066. The initial registered office is located in Cobb County, Georgia. Copies of the Articles of Incorporation and By-laws of the Association shall be kept at the registered office.

ARTICLE IV
DEFINITIONS

All undefined terms in these Articles shall have the meaning ascribed to them in the **DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVINGTON POINTE** (the "Declaration"), to be recorded in the Public Records of Glynn County, Georgia, as amended from time to time.

ARTICLE V
PURPOSES

The Association is organized pursuant to the Georgia Non-Profit Corporation Code and the Declaration. The Association is organized to operate and maintain the Common Areas; to own the Common Areas (when and if conveyed to it) and other property; to promote the use and enjoyment of the Covington Pointe residential development located in Glynn County, Florida, by the Owners and occupants thereof; and to fulfill its obligations, all in accordance with and pursuant to these Articles of Incorporation and the Declaration. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

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ARTICLE VI
MEMBERS

The members of the Association shall consist of the record property Owners of the Lots in the Subdivision that are subject to the Declaration (the "Members"), provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents the Association with a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Lot so conveyed, and such membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time. There shall be two classes of membership, Class A membership, (which shall refer to all Owners except the Class B Member, if any), and Class B membership (which shall mean and refer to Developer-Declarant). The Class B Membership shall terminate when and as provided in the Declaration. Upon termination of the Class B Membership, Developer-Declarant shall be a Class A Member entitled to Class A votes for each Lot owned by the Developer-Declarant.

ARTICLE VII
VOTING AND ASSESSMENTS

The rights of the Members to vote shall be as set forth in the Association's By-Laws. The Members shall be subject to assessments as set forth in the Association's By-Laws.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) directors. The number of directors may be increased or decreased from time to time as the Board of Directors may determine; however the Board of Directors shall not consist of less than three (3) directors. The names and addresses of the directors of the first Board of Directors, who shall hold office until their successors are elected or appointed and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
Arnold Rogers	1 Independent Drive, Suite 3130 Jacksonville, Florida 32202
Sidney Gervin	1 Independent Drive, Suite 1600 Jacksonville, FL 32202
Keith Ross	1295 Oak Grove Road Brunswick, Ga 31523

The method of election of directors shall be as set forth in the Association's By-Laws.

ARTICLE IX
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE X
AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

A. The Board of Directors, by majority vote, shall adopt a resolution setting forth the proposed Amendment and direct that it be submitted to vote at a meeting of the Members.

B. Notice of the subject matter of the proposed Amendment shall be included in the notice of any meeting (special or annual) at which such proposed Amendment is to be considered by the Members. Such notice shall set out in full the proposed amended article, section, subsection or paragraph of a subsection.

C. Such proposed Amendment shall be submitted to and approved by the Members at such meeting. Any number of Amendments may be submitted to the Members and voted upon at one (1) meeting. The proposed Amendment shall be adopted upon receiving the affirmative vote of at least a majority of the votes of the Members present, in person or by proxy, at such meeting at which a quorum has been attained.

D. An Amendment to these Articles of Incorporation may be made by a written statement signed by all Members eligible to vote in lieu of the above procedure.

E. Notwithstanding anything contained herein to the contrary, so long as Developer-Declarant or the assignment of Developer-Declarant owns at least one (1) Lot in the Covington Pointe Subdivision, no Amendment to these Articles of Incorporation affecting the rights or privileges of Developer-Declarant, or its successors or assigns, as Developer-Declarant, shall be effective without the prior written consent of Developer-Declarant.

ARTICLE XI
INCORPORATOR

The name of the Incorporator of this corporation is Arnold Rogers, whose mailing address is 1 Independent Drive, Suite 3130, Jacksonville, Florida 32202.

ARTICLE XII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. Every Director and every Officer of the Association (and the Directors and Officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer

admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE XIII
DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:


1. Real property contributed to the Association without the receipt of other than nominal consideration by Developer-Declarant (or its successors in interest) shall be returned to Developer-Declarant (whether or not a Member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);
2. Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of Directors of the Association to be appropriate for dedication and which the authority is willing to accept; and
3. The remaining assets shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with his voting rights.

The Association may be dissolved upon a resolution to that effect being approved by three-fourths (3/4) of the members of the Board of Directors; three-fourths (3/4) of the Members; and the filing of Articles of Dissolution with the Department of State.

ARTICLE XIV
DECLARATION

In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall prevail.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 22nd day of June, 2012.



Arnold Rogers
Incorporator

CORPORATIONS DIVISION
2012 JUN 25 PM 12:07

CONSENT OF REGISTERED AGENT

Corporate Creations Network, Inc. consents to serve as Registered Agent for Covington Point Homeowners Association, Inc. The initial registered office is 2975 GORDON PARKWAY, 1ST FLOOR
MARIETTA, GA 30066.

Corporate Creations Network, Inc.

By: Valerie Hawk-Donohue
Name: Valerie Hawk-Donohue, Special Secretary
Its: _____

Florida)
STATE OF GEORGIA)
COUNTY OF Palm Beach)SS

The foregoing instrument was acknowledged before me this 22nd day of June, 2012, by Valerie Hawk-Donohue, the Special Secretary of Corporate Creations Network, Inc., who [check one] is personally known to me or produced _____ as a type of identification.



Kristine Roy
Print Name: KRISTINE ROY
Notary Public, State of Georgia FLA 12
Commission # EE 154405
My Commission Expires: 12/26/2015

[Notary Seal]

2012 JUN 25 PM 12:07
CORPORATIONS DIVISION

EXHIBIT C

BY-LAWS OF COVINGTON POINTE HOMEOWNERS ASSOCIATION, INC.

(A Georgia Nonprofit Corporation)

ARTICLE I IDENTITY

1. The name of this corporation is Covington Pointe Homeowners Association, Inc. (the "Association").
2. The registered, mailing and principal office of the Association is located at 1 Independent Drive, Suite 3130, Jacksonville, Florida 32202. The address of the registered, mailing or principal office may be changed at the discretion of the Board of Directors.
3. These By-Laws are being adopted in connection with that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR COVINGTON POINTE, and any amendments or supplements thereto, as recorded in the Public Records of Glynn County, Georgia (the "Declaration"). All capitalized terms used but not otherwise defined herein shall be given the meanings ascribed to such terms in the Declaration.

ARTICLE II MEMBERSHIP

1. MEMBERS. Membership shall be determined in accordance with the Articles of Incorporation. Membership shall continue until the Member transfers or conveys his, her or its Lot or the interest is transferred by operation of law, at which time the membership shall automatically be conferred upon the transferee. There shall be two classes of membership, Class A membership, (which shall refer to all Owners except the Class B Member, if any), and Class B membership (which shall mean and refer to Developer-Declarant). The Class B Membership shall terminate as provided in Article XVI below. Upon termination of the Class B Membership, Developer-Declarant shall be a Class A Member entitled to Class A votes for each Lot which it owns.
2. VOTING RIGHTS. Each Member shall have one vote for each Lot owned. Any such votes may be cast in person or by proxy executed in writing and filed with the Secretary or Assistant Secretary of the Association. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and notify the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such notice, the vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it. Such a suspended vote shall be counted for the purpose of calculating a quorum, but such a suspended vote shall not be cast with regard to voting matters of the Association until the persons owning such Lot determine how such vote shall be cast and so advise the Secretary or Assistant Secretary of the Association.

ARTICLE III MEETINGS

1. ANNUAL MEETING. The annual Members' meeting shall be held at a date and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall be held

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at (i) the principal office of the Association; or (ii) such other place within Glynn County as designated by the President of the Association. The meeting shall be held at such a time as the Directors shall determine from time to time. The purpose of such meeting shall be the election of Directors and the transaction of other business authorized to be transacted by Members. The order of business shall be as determined by the Board of Directors.

2. SPECIAL MEETINGS. Special meetings may be called by a majority of the Board of Directors, or by written request of a majority of the voting rights of the Members, for any purpose and at any time within Glynn County. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

3. QUORUM. The presence of Members or proxies entitled to cast over one-half (1/2) of all the votes of the Association shall constitute a quorum at an annual or special meeting. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of Members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A majority of the votes entitled to be cast by Members represented at an annual or special meeting may adjourn the meeting to a future date, provided that the different date, time or place is announced at the meeting. A majority of all votes entitled to be cast by the Members represented at a meeting where a quorum is present shall decide any question brought before the meeting, except when a lesser or greater vote is otherwise specifically required by the Declaration, Articles of Incorporation or these By-Laws.

ARTICLE IV NOTICE

1. ANNUAL MEETING. Written notice of the annual meeting shall be mailed or delivered by the Secretary, the manager hired by the Association, or such other person as the Board of Directors shall be directed to deliver such notice, not less than twenty-one (21) days before the date of such meeting, to each Member at his or her address as listed in the Association records. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

2. SPECIAL MEETINGS. Notice of special meetings of the Members shall be mailed or delivered by the Secretary at least two (2) days before such meeting to each Member at his or her address as listed in the Association records, stating the purpose of such meeting. Provided, however, that not less than twenty-one (21) days notice before the date of any such meeting must be given if Annual or Special Assessments will be considered at such meeting.

3. WAIVER. Members may take action by written agreement, without conducting meetings, on all matters for which action may be taken at a meeting if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. Nothing herein is to be construed to prevent Members from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE V BOARD OF DIRECTORS

1. INITIAL BOARD OF DIRECTORS. The initial members of the Board of Directors shall be those persons set forth in the Articles of Incorporation, who shall serve until the Class B Control Period Expiration Date, as described below, or until replaced by Developer-Declarant.

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2. **BOARD ELECTIONS.** At the first annual meeting of Members immediately succeeding the Class B Control Period Expiration Date, and at each annual meeting thereafter, the Board of Directors shall be elected by the Members of the Association and such Directors shall serve until their successors are duly elected, qualified and seated or until they are removed in the manner elsewhere provided, or until they resign, whichever first occurs. The procedure for electing Directors by the Member(s) shall be by written and sealed ballot and by a plurality of the votes cast, each person voting being entitled to cast his or her vote(s) for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

3. **POWERS.** All of the powers and duties of the Association existing under the Declaration, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, subject only to approval by Members of the Association when such approval is specifically required. The Board of Directors shall have all of the common law and statutory powers of a nonprofit corporation under the laws of the State of Georgia, together with any powers granted to it pursuant to the terms of these By-Laws, the Articles of Incorporation of the Association, and the Declaration. Such powers shall include but not be limited to:

A. The power to fix, levy and collect Assessments against Lots or Neighborhoods, as provided for in the Declaration.

B. The power to expend monies collected for the purpose of paying the expenses of the Association.

C. The power to manage, control, operate, maintain, repair and improve the Common Areas and to maintain the lawns of the Lots.

D. The power to purchase supplies, material and lease equipment required for the maintenance, repair, replacement, operation and management of the Common Areas and other parcels which the Association may maintain as provided in the Declaration.

E. The power to insure and keep insured the Common Areas and the improvements constructed thereon, as provided in the Declaration.

F. The power to employ the personnel required for the operation and management of the Association, the Common Areas and the maintenance of the lawns of the Lots.

G. The power to pay utility bills for utilities serving the Common Areas.

H. The power to pay all taxes and assessments which are liens against the Common Areas.

I. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

J. The power to improve the Common Areas and the lawns of the Lots, subject to the limitations of the Declaration.

K. The power to control and regulate the use of the Common Areas by the Owners, and to promote and assist adequate and proper maintenance of the Property.

L. The power to make reasonable rules and regulations and to amend the same from time to time.

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M. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations promulgated by the Association from time to time.

N. The power to borrow money for any reason and to collateralize the Common Areas and any and all personal property thereon or owned by the Association, and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed.

O. The power to enter into a long term contract with any person, firm, corporation or management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Common Areas and the maintenance of the lawns of the Lots. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee.

P. The power to contract for the management of the Association and to delegate to the manager all of the powers and duties of the Association, except those matters which must be approved by Owners.

Q. The power to establish additional officers and/or directors of the Association and to appoint all officers provided in the By-Laws, except as otherwise provided in these By-Laws.

R. The power to appoint committees as the Board of Directors may deem appropriate.

S. The power to collect delinquent Assessments by suit or otherwise to abate nuisances and to fine, enjoin or seek damages from Owners for violation of the provisions of the Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations.

T. The power to bring suit and to litigate on behalf of the Association and the Owners (subject to the terms of the Declaration).

U. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

V. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

W. The foregoing enumeration of powers shall not limit or restrict the exercise of other and further powers which may now or hereafter be permitted by law.

4. FUNDS AND TITLES TO PROPERTIES. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held for the benefit of the Owners in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the Owners, Directors, or Officers of the Association.

5. NUMBER. The number of Directors shall be designated by resolution of the Board of Directors from time to time, but shall in no event be less than three (3) Directors. Except for those Directors appointed or elected by Developer-Declarant, each Director shall be a Member of the Association. A Director elected to the Board of Directors (other than those Directors appointed by Developer-Declarant) shall hold office until the first annual meeting subsequent to the election of such Director and, thereafter, the term of office shall be for one (1) year and subject to annual reelection.

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6. VACANCY. Prior to the Class B Control Period Expiration Date, any vacancy in the Board of Directors shall be filled by a majority vote of the remaining Directors. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever after the Class B Control Period Expiration Date, the remaining Directors shall elect a person to serve as a Director for the unexpired portion of the term of the former Director; provided, however, that in the event a vacancy is created by the removal or resignation of any Director appointed by Developer-Declarant after the Class B Control Period Expiration Date, such vacancy may be filled by Developer-Declarant if Developer-Declarant is permitted by the Articles of Incorporation to appoint a Director at such time. In the event that there are no remaining members of the Board of Directors, the vacancies shall be filled by persons elected by the Members of the Association at a special meeting of the Members called for that purpose.

7. REMOVAL. Prior to the Class B Control Period Expiration Date, any Director may be removed with or without cause by Developer-Declarant. Any Director may be removed from office at any time, with or without cause, by the vote or agreement in writing of a majority of all votes of the Members of the Association at a special meeting of the Members called for that purpose. The procedures for removal by the Members shall be in accordance with applicable Georgia law.

8. COMPENSATION. No compensation shall be paid to Directors for their services as Directors, provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor. In that case, however, the compensation must be approved in advance by the Board of Directors and the Director to receive such compensation shall not be permitted to vote on his or her compensation. The Board of Directors shall have the right to set and pay all salaries or compensation to be paid to Officers, employees, agents or attorneys for services rendered to the Association.

9. REGULAR MEETING. A regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the Board of Directors. All regular meetings of the Board of Directors shall be open to all Members.

10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or a majority of the Directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed or delivered at least two (2) days before such meeting, to each Director at his or her address as listed in the Association records unless such notice is waived. All special meetings of the Board of Directors shall be open to all Members.

11. QUORUM AND VOTING. A majority of Directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting. Notice of any adjourned meeting shall be given to the Directors who were not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors. A majority vote of the Directors shall decide any matter before the Board, unless a greater or lesser vote is specifically required in the Articles of Incorporation, these By-Laws or the Declaration.

12. NOTICE. Notice of all Board of Directors meetings shall be posted in a conspicuous place in the community, as and if required by the applicable provisions of the Georgia Code. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessment. Written notice in accordance with this paragraph shall also be provided with respect to meetings of any committee when a final decision will be made regarding the expenditure of Association funds, and with respect to meetings of the Architectural Review Board, to the extent required by applicable Georgia law.

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13. ACTION WITHOUT A MEETING. Notwithstanding anything to the contrary in the foregoing Article V, Sections 1-12, any action required or permitted to be taken at any meeting may be taken without a meeting if all Directors consent in writing to such action. Such written consent shall be filed with the minutes of the Board.

14. RIGHT OF DEVELOPER-DECLARANT TO DISAPPROVE ACTIONS. The Developer-Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the Developer-Declarant's sole judgment, would tend to impair rights of the Developer-Declarant under the Charter or these By-Laws, interfere with development or construction of any portion of the Subdivision, or diminish the level of services the Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

The Association shall give the Developer-Declarant written notice of all meetings of the Membership, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Developer-Declarant has registered with the Association. Such notice shall comply as to Board meetings with Article IV, and shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

At any such meeting, the Association shall give the Developer-Declarant the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

The Developer-Declarant, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Developer-Declarant, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

The Developer-Declarant may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Association. The Developer-Declarant shall not use its right to disapprove to reduce the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

ARTICLE VI OFFICERS

1. NUMBER. The officers shall include a President, Vice-President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. Such assistant officers as deemed necessary may be elected by the Board of Directors. The President and Secretary may not be the same person. Officers must be Members of the Association (or a person exercising the membership rights of an Owner who is not a natural person). All officers shall act without compensation unless otherwise provided by resolution of the Board of Directors.

2. ELECTION AND TERM. Each officer shall be elected annually by the Board of Directors and shall hold office until his or her successor shall have been elected and duly qualified, unless removed by the Board.

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3. PRESIDENT. The President shall be the principal executive officer of the Association and shall supervise all Association affairs. The President shall preside at all Member and Board of Directors meetings and sign all documents and instruments on behalf of the Association.

4. VICE-PRESIDENT. In the President's absence, the Vice-President shall perform the President's duties and, in such capacity, shall have all the powers and responsibilities of the President. The Vice-President shall, moreover, perform such duties as may be designated by the Board of Directors.

5. SECRETARY AND ASSISTANT SECRETARY. The Secretary shall (a) countersign all documents and instruments on behalf of the Association; (b) record the minutes of meetings of Members and Directors; (c) give notices required by these By-Laws; and (d) have custody of, maintain and authenticate the records of the Association, other than those maintained by the Treasurer. The Assistant Secretary, if any, is authorized to perform the same duties as the Secretary.

6. TREASURER. The Treasurer shall (a) have custody of all funds of the Association; (b) deposit such funds in such depositories as may be selected as hereinafter provided; (c) disburse funds; and (d) maintain financial records of the Association, which shall be available for inspection by any Member during business hours on any week day.

7. REMOVAL. Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a majority vote of Directors at the same meeting.

ARTICLE VII BOOKS AND RECORDS

1. RECORDS TO BE MAINTAINED. The Association shall keep records of minutes of all meetings of the Board of Directors and Members, a record of all actions taken by the Board of Directors and Members without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association. A vote or abstention from voting on each matter voted upon by each Director present at a Board of Directors meeting must be recorded in the Board minutes. Copies of the minutes of all meetings of the Board of Directors and Members must be maintained for at least seven (7) years. The Association shall also keep a copy of the following records: (a) its Articles of Incorporation and all amendments thereto currently in effect; (b) its By-Laws and all amendments thereto currently in effect; (c) a list of the names and business street addresses of its current Directors and Officers; (d) its most recent annual report delivered to the Department of State; (e) a copy of the Declaration and a copy of each amendment thereto; (f) a copy of the current rules and regulations of the Association (if any); (g) a current roster of all Members and their mailing addresses and parcel identifications; (h) a copy of all of the Association's insurance policies (which policies must be retained for at least seven (7) years); (j) copies of any plans, specifications, permits and warranties related to any improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair or replace; (k) a current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; (l) copies of all bids received for work to be performed for the Association within the last year; and (m) the financial and accounting records described in Article IX, Section 6 of these By-Laws.

2. INSPECTION AND COPYING OF RECORDS. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time. The official records shall be open for inspection and available for photocopying by Members or their authorized agents at reasonable times and places within five (5) business days after receipt of a written request for access. The Association may adopt reasonable written rules governing the frequency,

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time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

ARTICLE VIII
MANAGER AND EMPLOYEES

The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the Common Areas and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution. Managers, employees and agents shall serve at the pleasure of the Board of Directors.

ARTICLE IX
CONTRACTS AND FINANCES

1. CONTRACTS. The Board of Directors may authorize any Officer or agent to enter into any contract or execute and deliver any instrument in the name or on behalf of the Association, and such authority may be general or limited.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

3. CHECKS. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such Officers or agents of the Association and in the manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time in banks, trust companies, or other depositories as the Board of Directors may select.

5. FISCAL YEAR. The first fiscal year of the Association shall begin on the day the Articles of Incorporation of the Association are filed with the Department of State for the State of Georgia and shall end on December 31 of the same year. Thereafter, a fiscal year shall be the consecutive twelve calendar-month period ending on December 31st.

6. FINANCIAL RECORDS. The Association shall maintain financial and accounting records according to good practice which shall be open to inspection and copying by Members at reasonable times in accordance with Section 2 of Article VII of these By-Laws. Such records shall include (a) a record of receipt and expenditures and accounts for each Member, which accounts shall designate the name and address of the Member, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due; (b) a copy of the then current annual budget of the Association; (c) financial reports of the Association, showing the actual receipts and expenditures of the Association; (d) all tax returns, other financial reports and financial statements of the Association; and (e) any other records that identify, measure, record or communicate financial information. All financial and accounting records shall be maintained for a period of at least three (3) years.

7. FINANCIAL REPORTING. Based on the financial records in Section 6 above, the Association shall prepare an annual financial statement on the financial activity of the Association for the preceding year. The annual financial statement shall include a balance sheet as of the end of the fiscal year and statement of operations for that year. If financial statements are prepared for the Association on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. If annual financial statements are reported upon by a public accountant, the accountant's report must accompany them. If not, the statements must be accompanied by the statement of

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the President or the person responsible for the Association's financial accounting records: (i) stating the President's or other person's reasonable belief as to whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and (ii) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

ARTICLE X AMENDMENTS

These By-Laws may be amended or repealed by new By-Laws upon a majority vote of the Board of Directors; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration and the Articles of Incorporation. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to an amendment to the Declaration and duly recorded in the public records of Glynn County, Georgia.

ARTICLE XI REGULATIONS

The Board of Directors may adopt such uniform rules and regulations governing the operation of the Common Areas as may be deemed necessary and appropriate to assure the enjoyment of all Members and to prevent unreasonable interference with the use of such areas. Such regulations shall be consistent with applicable law, the Declaration, the Articles of Incorporation, and these By-Laws. A copy of such regulations shall be furnished to each Member and shall be posted and made available in the offices of the Association.

ARTICLE XII ANNUAL BUDGET

1. ADOPTION BY THE BOARD. The Board of Directors shall annually adopt the budget for the Association. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, Developer-Declarant or another person.

2. REPORTING TO MEMBERS. The Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

ARTICLE XIII COLLECTION OF ASSESSMENTS

Assessments for the payment of Common Expenses shall be made and collected in the manner provided in the Declaration.

ARTICLE XIV FINES AND OTHER SANCTIONS

The Association may charge reasonable fines and impose other sanctions for the failure of a Member or his or her tenants, guests or invitees to comply with any provisions of the Declaration, Articles of Incorporation, the By-Laws or rules and regulations adopted by the Association. The procedures for the imposition of fines and other sanctions are set forth in the Declaration.

ARTICLE XV
COMMITTEES

1. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees comprised from among its members which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; provided, however, that no such committee shall have the authority to (a) approve or recommend to Members actions or proposals required to be approved by the Members, (b) fill vacancies in the Board of Directors or any committee, or (c) adopt, amend or repeal By-Laws. The designation of such committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

2. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Association Members.

3. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided for original appointments.

4. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the entire committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

5. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE XVI
DEVELOPER-DECLARANT'S CONTROL

Notwithstanding anything contained herein to the contrary, Developer-Declarant shall have full right and authority to manage the affairs and to elect a majority of the Directors of the Association (who need not be Owners) until the Class B Control Period Expiration Date. The "Class B Control Period Expiration Date" shall mean the earlier of (i) the required date for termination of such Class B Membership as provided in Section 4.2 of the Declaration, or (ii) when, in its discretion Developer-Declarant so determines and declares in an instrument recorded in the Public Records of Glynn County, Georgia.

The foregoing were adopted as the By-Laws of Covington Pointe Homeowners Association, Inc., a corporation not for profit under the laws of the State of Georgia, at the first meeting of the Board of Directors on the 29th day of June, 2012.

By: 
~~_____,~~ Director
SYD GERWIN