



WHEREAS, a 16.29 acre portion of the aforesaid tract has been subdivided into Phase 1-A, Clover Point at Belmont Glen Subdivision, according to a map recorded in Plat Cabinet D-60, Pages D-1 through F-1, Effingham County Records; and

WHEREAS, master covenants for all property comprising the Belmont Glen Community were previously recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia in Deed Book 01753, Page 0044 (hereinafter the "the Master Declaration").

WHEREAS, these covenants and restrictions shall be deemed to apply to not only Phase 1-A of Clover Point at Belmont Glen Subdivision, but also to any future phase of Clover Point at Belmont Glen Subdivision as may appear on a subdivision map recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia and to any other property Declarant may extend these covenants to by instrument recorded in Effingham County, Georgia;

WHEREAS, Builder-Owner is the current owner of record of various lots in Phase 1-A of Clover Point Subdivision; and

WHEREAS, it is to the interest, benefit and advantage of Declarant, Builder-Owner and to each and every person who shall hereafter purchase any Lot in said Subdivision that the property above described be subject to certain covenants, restrictions, reservations, servitudes and easements in order to ensure the best use and the most appropriate development and improvement of each Lot therein; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Subdivision to create an agency to which will be delegated and assigned the powers of maintaining and administering the common properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created. For that purpose, the Declarant, together with the Original Declarant as

hereinafter defined, has caused to be created a non-profit Georgia corporation, Belmont Glen Homeowners Association, Inc.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of the Lots in said Subdivision, said Declarant, together with Builder-Owner, hereby sets up, establishes, promulgates and declares the following restrictive covenants to apply to all of the above Lots, and persons owning said Lots or any of them hereafter; these covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Declarant or Builder-Owner until the date which is twenty (20) years from the date these covenants are first recorded in Effingham County, Georgia, at which time said covenants may be extended or terminated, in whole or in part, as hereinafter provided.

## SECTION I

### DEFINITION OF TERMS USED HEREIN

1.1 ARCHITECTURAL REVIEW COMMITTEE (ARC). The words "Architectural Review Committee" wherever used in this Declaration mean and refer to the Architectural Review Committee described hereafter in this Declaration.

1.2 ASSOCIATION. The word "Association" wherever used in this Declaration means and refers to Belmont Glen Homeowners Association, Inc., its successors and assigns.

1.3 BOARD. The word "Board" shall refer to the Board of Directors of the Association.

1.4 BUILDER. A licensed general contractor which owns a Lot that has not been improved with a completed Dwelling House for which a certificate of occupancy has been issued.

1.5 COMMON PROPERTIES. The words "Common Properties" wherever used in this Declaration mean and refer to any real property and improvements or portions of improvements

thereon, and any person property or equipment, with respect to which the Developer grants, assigns, or conveys to the Association, title, interest in, or rights of use, or with respect to which the Developer permits use by the Association or some or all owners, and any replacement of or for any of the foregoing. Any area designated as "open space" or "buffer" or "recreational area" or "common area" on any subdivision map of any phase of Clover Point at Belmont Glen Subdivision or any property to which these covenants have been extended shall be considered Common Property.

1.6 DECLARANT. The word "Declarant" wherever used in this Declaration means and refers to Clover Pointe Development LLC, a Georgia limited liability company, and any party to which the powers of Declarant have been transferred. Wherever the phrase "Original Declarant" is used it shall mean and refer to Konter Development Company, Inc., its successors or assigns.

1.7 DWELLING HOUSE. The word "Dwelling House" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, covered porches or porticos, and the like, including any garages incorporated in or forming a part thereof, but shall not include the eaves of such structures nor any open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

1.8 LOT. The word "Lot" wherever used in this Declaration means and refers to any lot shown on a subdivision map of any phase of Clover Point at Belmont Glen Subdivision of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia. The number following the word "Lot" refers to the particular lot so numbered on any subdivision map of a phase of Clover Point at Belmont Glen Subdivision.

1.9 MEMBER. The word "Member" wherever used in this Declaration means and refers to all those owners who are members of the Association as hereinafter provided.

1.10 OWNER. The word "Owner" wherever used in this Declaration means and refers to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot and Dwelling House situated upon said property, but, notwithstanding any applicable theory of a Security Deed, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.11 SAID PLAT/SAID SUBDIVISION MAP. The words "Said Plat" or "Said Subdivision Map" wherever used in this Declaration meaning and referred to the Plat which is recorded in Plat Cabinet D-60, Pages D-1 through F-1 of the records in the Office of the Clerk of the Superior Court of Effingham County, Georgia, as well as any future subdivision map of a phase of Clover Point at Belmont Glen Subdivision as appear on a subdivision map recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia or any other property to which these covenants have been extended by written instrument.

1.12 SAID PROPERTY. The words "Said Property" wherever used in this Declaration mean and refer to the property described in the aforesaid descriptive paragraph above which defines the land covered by this Declaration.

1.13 SETBACK. The word "Setback" wherever used in this Declaration means and refers to the distance between dwelling houses and other structures referred to and the street or side or rear lines of the particular lot.

1.14 SINGLE FAMILY. The words "Single Family" wherever used in this Declaration mean and refer to one or more persons, each related to the other by blood, marriage, or adoption, or a

group of not more than three persons not all so related, maintaining a common household in a Dwelling House.

1.15 STREET. The word "Street" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said plat or contiguous to the real property as designated on said plat, whether designated thereon as street, avenue, boulevard, lane, parkway, drive, place, court, road, terrace, way, circle, or row.

1.16 SUBDIVISION/PROPERTY. The word "Subdivision" or the word "Property" wherever used in this Declaration means and refers to Clover Point at Belmont Glen Subdivision or any property to which these covenants have been extended.

## SECTION II

### USES PROHIBITED AND PERMITTED

2.1 No building, other than a detached single family Dwelling House and an accessory outbuilding that is approved by the Architectural Review Committee, as hereinafter provided, shall be erected, constructed, or maintained on any Lot, nor shall any building constructed or erected on said Lot be used for any purpose other than a private Dwelling House and an accessory outbuilding. A detached private garage for the use of the owners or occupants of the Lot may be erected as an accessory outbuilding subject to the architectural approval. Accessory outbuildings may not be built or constructed any earlier than the time the Dwelling House on said lot is erected.

(a) As to Lots 87 through 146, inclusive, Clover Point at Belmont Glen Subdivision, Phase I. No Dwelling House shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,200 square feet. In the case of a Dwelling House having more than one story, no Dwelling House shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces,

porticoes, patios, garages and carports) of less than 600 square feet. Each Dwelling House must have a garage of no less than 340 square feet with at least one garage door of no less than 14' wide or two garage doors of less than 7' wide.

The Architectural Review Committee has the discretion to permit square footage in excess of the minimums set forth herein. Lots will have building setback lines and utility easements as are applicable to each Lot as shown on the subdivision map.

(b) As to Lots 1 through 5, inclusive; Lots 147 through 176, inclusive; Lot 86, Clover Point at Belmont Glen Subdivision, Phase 1. No Dwelling House shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1,800 square feet. In the case of a Dwelling House having more than one story, no Dwelling House shall be erected having a livable ground floor square foot area (exclusive of open porches, terraces, porticoes, patios, garages and carports) of less than 1200 square feet. Each Dwelling House must have a garage of no less than 400 square feet with at least one garage door of no less than 16' wide or two garage doors of less than 8' wide.

The Architectural Review Committee has the discretion to permit square footage in excess of the minimums set forth herein. Lots will have building setback lines and utility easements as are applicable to each Lot as shown on the subdivision map.

(c) As to Lots in future phases of Clover Point at Belmont Glen Subdivision, and such additional property to which these General Declarations have been extended. The respective square footage requirements shall be set forth in Supplemental Declarations for such phases that will appear of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia.

2.2 When the construction of any building or any Lot is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time, in no case shall construction take more than 12 months. No building shall be occupied during construction and shall further not be occupied until made to comply with all requirements of said Declaration, as well as applicable ordinances of Effingham County, Georgia.

2.3 No outbuilding, shed, tent, trailer, detached garage or temporary building of any kind shall be erected, constructed, permitted, or maintained on any Lot prior to commencement of the erection of such Dwelling House as is permitted hereby and no outbuilding, shed, tent, trailer, basement, detached garage or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed or trailer, if approved by Architectural Review Committee, during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workers which shall be provided during such construction.

2.4 No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted, or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bath, school, kindergarten or nursery school, sanitarium, beauty shop, barber shop, asylum, or institution, and no noxious, dangerous, or offensive thing, activity, or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part hereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the properties in the Subdivision. This prohibition also includes single person businesses which may



be permitted under Effingham County zoning laws in areas zoned for exclusive single family residential purposes.

2.5 No hogs, cattle, roosters, guinea hens, cows, goats, sheep, snakes, rabbits, hares, pigeons, pheasants, game birds, game fowl, poultry, or other noisy fowl shall be kept or maintained on any part of said property for any purpose at any time.

2.6 No more than a total of three domesticated dogs and/or cats shall be kept on any part of a Lot. Such domesticated animals may not be used for any commercial use or purpose, nor shall they create any nuisance. Any existing Effingham County Leash Ordinance shall apply to such domesticated dogs and cats. Dogs and cats must be subject to such restraints as are necessary to prevent these animals from roaming onto any other Lot within the Subdivision.

2.7 No stable, livery stable, or riding academy shall be erected, conducted, carried on, kept, permitted, or maintained, nor shall any horses, ponies, donkeys, or burros be kept upon any part of said real property.

2.8 The following vehicles must be located on a Lot in either a driveway or garage: cars, pickup trucks, jeeps, vans and sports utility vehicles.

2.9 On all Lots within Clover Point at Belmont Glen Subdivision, boat trailers, utility trailers, campers, recreational vehicles and motorcycles must either be in a storage facility or be situated behind the Dwelling House where the vehicle/trailer cannot be seen from the street in front or side of the Dwelling House. Provided, however, that if such a Lot is a corner Lot and the vehicle/trailer is to be situated behind the Dwelling House, then the Owner must also screen the vehicle/trailer from view from the street to the side of the subject Lot. The storage facility or method of screening must be approved by the Architectural Review Committee. In the sole discretion of the Architectural Review Committee, fencing may be an approved method of screening.

2.10 No vehicle or trailer of any type may be kept or stored in the street right of way or on a sidewalk.

2.11 Except for shallow wells installed for landscape irrigation, no well shall be constructed or maintained on any Lot.

2.12 No septic sewage disposal system shall be constructed or maintained on any Lot.

2.13 No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

2.14 No fences shall be permitted on said property except as hereinafter provided and only upon the approval of the Architectural Review Committee. Approved fence will include a 6' wood, dog eared, shadow box fence. Said fence must be approved prior to construction and must be built board by board on site. Pre-manufactured panels are prohibited. Fencing of any Common Property by an adjacent Owner is prohibited.

2.15 As to all Lots in Clover Point at Belmont Glen Subdivision, trash, garbage, or other waste shall be kept in sanitary containers and shall be situated behind the Dwelling House, where the container cannot be seen from the street in front or sides of the subject Lot. Any incinerators or other equipment used for disposal of such waste shall be kept in a clean and sanitary condition and shall also be situated behind the Dwelling House where such equipment cannot be seen from the street in front or sides of the subject Lot. Such equipment shall also be screened from view from the rear of the Lot. The method of screening from view from the rear of the Lot shall be established by the Architectural Review Committee.

2.16 No Dwelling House may exceed two stories in height.

2.17 All heating and air conditioning systems which are located on the side of the Dwelling House must be stored in an enclosure. With the approval of the Architectural Review Committee,

landscaping is an acceptable form of enclosure. The design, materials and construction of the enclosure are subject to approval by the Architectural Review Committee. Such systems which are located behind the Dwelling House where the systems cannot be seen from the street in front of the subject Lot are not required to be in an enclosure.

2.18 All swing sets, play equipment and play houses for children must be of such size and situated behind the Dwelling House where the equipment cannot be seen from the street in front of the subject Lot and also be screened from view from the street to the sides of the subject Lot. The method of screening must be approved by the Architectural Review Committee. In the sole discretion of the Architectural Review Committee, fencing may be an approved method of screening.

2.19 Nothing shall be done or kept on any Lot or in the Common Properties which will increase the rate of insurance. No Owner shall permit anything to be done or kept on a Lot or in the Common Properties which will result in the cancellation of insurance or which would be in violation of any law. No waste will be permitted on the Common Properties.

2.20 No clotheslines shall be permitted on any Lot.

2.21 Omitted.

2.22 No single Lot may be further subdivided and no two Lots may be combined into one Lot without approval from the Architectural Review Committee and the appropriate governing body of Effingham County.

2.23 Vegetable gardens must be screened from view. The method of screening from view shall be established by the Architectural Review Committee.

2.24 No lawn ornament or fountains shall be installed without first being approved by the Architectural Review Committee, whether permanent or non-permanent.

2.25 The existing mailbox for each Lot may not be removed or changed in anyway. In the event a mailbox must be replaced for any reason the replacement mailbox shall either be approved by the Association or must be an exact replica of the mailbox installed by the Declarants.

2.26 No changes shall be made in the level or courses of any drainage ditch or swale in the Subdivision without the prior written approval of the Architectural Review Committee. The Owner of a Lot which adjoins a drainage ditch or swale lying within or contiguous to his Lot shall keep that portion of such drainage ditch or swale in a clean and orderly condition and shall maintain the proper depth and grade of such drainage ditch or swale.

2.27 There shall be no obstruction of any area designated as open space, buffer, recreational or common area.

SECTION III

ASSOCIATION, MEMBERSHIP AND COMMON PROPERTY

3.1 Belmont Glen Homeowners Association, Inc., a Georgia non-profit corporation, has been formed to administer the Common Property and to carry out those responsibilities as set forth herein as well as in the Master Declaration and the Articles of Incorporation and By-Laws of the Association.

3.2 Each Owner of a Lot in the Subdivision shall be a member of the Association. During the period in which the Original Declarant under the Covenants for Saddle Club at Belmont Glen Subdivision, recorded in Deed Book 01752, Page 150 in the Office of the Clerk of Superior Court of Effingham County, Georgia names the directors of the Board of Directors of the Association, the members shall not have a vote of the operation of the Association. At such time the Original Declarant relinquishes its right to name directors of the Board of Directors of the Association each

Lot shall then constitute one (1) vote on all Association matters without regard to the number of individuals and/or entities that hold an undivided percentage interest in any Lot.

3.3 Upon its initial formation, the Original Declarant selected two members of the Board of Directors of the Association. Said Directors, or their replacements as selected by the Original Declarant, or Declarant if Original Declarant shall fail to replace any Director who resigns or ceases to act as a Director, shall continue in office until a date certain, which shall be the earlier of: (a) 7 1/2 years from the last recording date of the General Declaration of Covenants and Restrictions for Clover Point, the last recording date of the General Declaration of Covenants and Restrictions for Saddle Club or the last recording date of any supplemental declaration extending either General Declaration to other property within the Belmont Glen Community (whichever is later); or (b) the date at which time one hundred percent (100%) of the Lots in the Belmont Glen Community with completed Dwelling Houses constructed thereon, have been conveyed to third party purchasers; or (c) the Declarant and Original Declarant have no more additional Lots to be developed as part of the Belmont Glen Community. Provided, however, if regulations of the Department of Housing and Development or the Veteran's Administration require an earlier date of termination for the lots in the Subdivision to qualify for purchase money HUD or VA loans, then the within provisions regarding the right of the Original Declarant or Declarant to appoint members of the Board by the Original Declarant may be amended to provide that such right shall terminate as of such earlier date. At such time, the responsibility to select the Board of Directors of the Association shall be assumed by the members. The members shall then elect a Board of Directors to operate the Association in accordance with its By-Laws. The Board of Directors shall consist of a minimum of five members and a maximum of seven members. The term of a Director shall normally be two years with no restriction on the numbers of years a Director may serve. At the first of January when the

Association selects Directors, a majority of the Directors (three or four, dependent upon the number of Directors standing for election) shall be selected to serve two years each, and the remaining Directors shall be selected for a one year term. Thereafter, all terms will be for a two year period. No member of the Board of Directors shall be entitled to compensation for services performed pursuant to this Declaration.

3.4 Prior to the time that the Original Declarant relinquishes its right to name members of the Board of Directors of the Association, the Original Declarant shall establish an Advisory Committee of Owners for the limited purpose of consulting with the Original Declarant and carrying out specific functions of the Association. The Original Declarant shall name the members of the Advisory Committee, which shall not exceed five (5) Owners. The Original Declarant will delegate certain functions of the Association to the Advisory Committee. Any recommendations or decisions of the Advisory Committee shall be subject to approval by the Original Declarant. The Advisory Committee will have at least two (2) meetings per year with the Original Declarant and other meetings as it determines are necessary. At such time as the responsibility of selecting the Board of Directors of the Association is assumed by the members, the Advisory Committee will cease to exist.

Within thirty (30) days of the date that the Original Declarant is to relinquish its right to name the members of the Board of Directors of the Association, the Original Declarant will meet with the Advisory Committee to perform an inspection of the Common Properties. The Original Declarant will repair, replace or provide funding for those items or areas which the Original Declarant believes, in its sole discretion, need repair or replacement. Upon such repair, replacement or funding, both the Declarant and Original Declarant have satisfied their obligations as to the Common Properties and are released from any further liability as to the Common Properties.

3.5 The Declarant, for itself, its successors and assigns, hereby covenants to convey to the Association as common property legal title to the following common properties, inclusive to the extent they are present, but not limited to, the following:

- (a) stone masonry and vinyl fencing constructed within common properties of the subdivision or as referred to as open space on the subdivision map;
- (b) landscaping of the Common Property;
- (c) irrigation and lighting of the Common Property;
- (d) main entry signage of the subdivision;
- (e) all medians with landscaping and irrigation located within each median;
- (f) common area walkways;
- (g) decorative street signs;
- (h) traffic control sign posts;
- (i) lagoons along with aeration equipment;
- (j) park benches;
- (k) improvements that may be located in an area designated as open space or buffer or recreation area on the subdivision map;
- (v) all amenity locations designated as open space or recreation area on the subdivision map;
- (w) areas designated as open space, buffer or recreation area or common area on the subdivision map.

3.6 Every member shall have the right and easement of enjoyment in and to the Common Properties in common with other Owners, including lot owners in other sections of the Belmont

Glen community who are members of the Association, and such easements shall be appurtenant to and shall pass with the title to every Lot.

3.7 The Association, for itself, its successors and assigns, hereby covenants with the Original Declarant and Declarant as follows:

(a) The Association will accept conveyance of the Common Properties which the Declarant is obliged to convey to the Association.

(b) The Association will preserve and maintain for the common benefit of its members all the Common Properties which it hereafter shall own.

(c) The Association shall be responsible for all painting to Common Property, Common Property maintenance, repairs to Common Property, replacement of all electrical and common equipment, and in each and every way maintain the Common Property for the full use and enjoyment of the members.

3.8 The Association has the right to take such steps as are reasonably necessary to protect the Common Properties against damage or abuse.

3.9 The Association, as provided in its Articles and By-Laws, may make reasonable rules and regulations with respect to the use of the common properties and to suspend enjoyment rights of any member for any period during which any assessment against such member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations or until the infraction is brought into compliance. The Association may also take any action it deems necessary in its sole discretion to reimburse the Association for any damage to common properties caused by an owner or any guest or invitee of any owner. Such action includes, but is not limited to, all remedies set forth under these covenants.



3.10 The Association has the right to dedicate or transfer or mortgage all or part of the Common Properties to any public agency, authority or utility, subject to such conditions as may be agreed to by the members, provided that no dedication or transfer shall be effective unless approved by a vote of two-thirds of the votes of the membership who agree to such dedication and transfer. Prior to such vote being taken, written notice of the proposed agreement and the furnishing of a copy thereof must be sent by certified mail, return receipt requested, or delivered personally, to each member, at least thirty (30) days in advance of the vote.

3.11 There shall be no obstruction of any area designated as open space, buffer, recreational or common area.

SECTION IV

ARCHITECTURAL REVIEW COMMITTEE

4.1 Declarant's objectives are to carry out the general purposes expressed in this Declaration; to prohibit any improvement or change in the Lots which would be unsafe or hazardous to any person or property; to minimize obstruction or diminution of the view of others; to preserve as much as practicable the visual continuity of the area; to assure that any improvements or changes in the Lots will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship for all improvements are of high quality so as to enhance the value of Lots within the Subdivision.

4.2 To achieve Declarant's objectives, the Board of Directors of the Association shall create, as hereinafter provided, an Architectural Review Committee for Clover Point Subdivision at Belmont Glen, which will be given the power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of such

Committee. Notwithstanding such fact, until such Committee has been created and is functioning, and whenever such Committee is not functioning, the Declarant reserves the right to perform all of the functions and give the approvals and disapprovals which otherwise are within the jurisdiction of the Architectural Review Committee.

4.3 Upon its initial formation, the Architectural Review Committee shall consist of the following members: (a) Beth Williams Holley; (b) Gary H. Holley. Said committee members, or their replacements as selected by the Declarant, shall continue to serve until a date certain, which shall be the later of: (a) 7 1/2 years from the recording date of this Declaration; or (b) the date at which time one hundred percent (100%) of the Lots in the Subdivision with completed Dwelling Houses constructed thereon, have been conveyed to third party purchasers; or (C) the date the Declarant, including any successor of Declarant to which these rights have been transferred, (1) has no more property contiguous to Clover Point which may be developed as single family residential lots to which the Declaration has or may be extended and (2) has no unsold Lots as part of Clover Point at Belmont Glen or any property to which these covenants have been extended. At such time, Declarant shall cease to select the members of the Architectural Review Committee and such responsibility shall be assumed by the Association. The Board of Directors of the Association shall then appoint replacement members who shall serve through the end of that calendar year. In January of the next year, the Board of Directors of the Association may select a registered architect, licensed builder and/or a landscape architect to be members of the Architectural Review Committee. Such architects shall serve at the pleasure of the Board of Directors but may be terminated upon ninety (90) days written notice. The Board of Directors shall at the same time select three (3) representative to be members of the Architectural Review Committee. The Architectural Review Committee shall then consist of a minimum of three (3) members. The term of an Association representative shall

normally be two (2) years with no restriction on the number of years a representative may serve. At the first January where the Board of Directors selects members of the Association, two (2) representatives shall be selected to serve one (1) year each and the third representative shall be selected for a two (2) year term. Thereafter, all terms will be for a two (2) year period.

4.4 Prior written approval shall be obtained from the Architectural Review Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, service yard, screening, wall, or other structure shall be commenced, erected, or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, height, materials, location and grade of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding improvements and topography by the Architectural Review Committee. The term "structure" as used within this paragraph and any other paragraph of this Declaration shall be deemed to include satellite receiving dishes and exterior television and/or radio antennas. The location of any of these transmission receiving structures is subject to approval of the Architectural Review Committee.

4.5 The location of each dwelling and other structures on a Lot shall be subject to approval in writing by the Architectural Review Committee provided that each owner shall be given reasonable opportunity to recommend the suggested construction site within the bounds of setback lines shown on the Subdivision Map or as set forth herein.

4.6 It is the intention and purpose of these covenants to ensure that all dwellings, outbuildings, garages and enclosures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area. All dwellings, garages and

outbuildings shall be constructed in accordance with applicable government building codes at a minimum, or with more restrictive standards that may be required by the Architectural Review Committee. The following guidelines will be utilized when approving or enforcing the construction standards of all outbuildings and appurtenances:

(a) Government permits, codes, and setbacks must be obtained and followed prior to construction of any outbuildings or other appurtenances.

(b) Style, scale, color, materials and textures must be compatible with those of the residence.

(c) Outbuildings shall not be larger than 18' X 18' and 15 feet in height. Usable lot square footage will be considered when determining the appropriate size of an outbuilding for a specific lot.

(d) All vertical outbuildings must be constructed and attached on a permanent foundation.

(e) Metal garden sheds and other portable structures are not considered harmonious with the style and the materials used in the construction of the residences within the neighborhood and are not allowed.

4.7 Whenever approval is required of the Architectural Review Committee, or Declarant, appropriate written plans and specifications shall be submitted to the Committee or Declarant, such plans and specifications containing such detail and information as the Committee or Declarant may require. Such Committee, or the Declarant, shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty (30) days after plans and specifications containing the required information and detail have been submitted to it in writing, except that if such plans and specifications are disapproved in any respect, the applicant shall be

notified wherein such plans and specifications are deficient. If such plans and specifications are not approved or disapproved within thirty (30) days after final submission, approval will not be required and this article will be deemed to have been fully complied with unless a suit to enjoin the proposed construction or changes has been commenced prior to the commencement of construction. A filing fee as required by the ARC, not exceeding \$150.00, shall accompany the submission of such plans to defray expenses. No additional fee shall be required of resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee, or the Declarant.

4.8 The approval of the Architectural Review Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Review Committee of the right to object to any of the features or elements embodied in such plans or any subsequent plans and specifications submitted for approval for use on other Lots in said Subdivision.

4.9 The Architectural Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines and establish such criteria relative to architectural styles or details, fences, colors, setbacks, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. Said property shall not be used, nor shall any portion thereof be used, for any purposes other than single family residence purposes.

4.10 After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of these provisions unless notice to the contrary shall have been recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or legal proceedings shall have instituted to enforce such compliance.

4.11 Any agent or member of the Architectural Review Committee may, upon six (6) hours notice, enter upon any Lot and inspect any building or property subject to the jurisdiction of the Architectural Review Committee which is under construction or on or in which such agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes, or easements is occurring or has occurred.

4.12 No member of the Committee shall be entitled to any compensation for services performed pursuant to this Declaration.

## SECTION V

### INSURANCE

5.1 The Board shall have the authority to obtain and continue in effect adequate property, liability, or any other insurance, in such form as the Board of Directors deems appropriate, insuring all Common Areas, Community Facilities and the Easement Areas against loss or damages by fire or other hazards, including, without limitation, extended coverage, vandalism and malicious mischief, and/or coverage usually provided by the standard "all risk" endorsement. The insurance coverage shall be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard.

5.2 The Board of Directors shall conduct, at least once every two (2) years, an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insured Common Areas and Community Facilities and Easement Areas.

5.3 All property insurance policies and liability policies obtained by the Board may contain reasonable deductibles, and the amounts thereof shall, for property insurance purposes, be added to the face amounts of such policies in determining whether such insurance coverage equals at least the full replacement cost of such insured improvements. Provided, however, unless a higher maximum amount is required by State law, the maximum deductible amount for any policy or policies covering the Common Area, Common Facilities and Easement Areas shall not exceed the lesser of \$1,000 or 1% of the face amount of such policy or policies.

5.4 All such insurance coverage obtained by the Board for Common Areas and Community Facilities and Easement Areas shall be written in the name of the Association and the costs of all such coverage shall be a common expense of the Association and subject to the provisions of this Declaration. Insofar as permitted by law, the Association shall be required to make a good faith effort to secure insurance policies in accordance with the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of A-XI or better in the financial category as established by Best's Insurance Reports if such a company is available and, if not available, its equivalent rating or the best rating possible.

(b) All property insurance policies and liability insurance policies shall be for the benefit of the Association.

(c) All property insurance policies shall contain a waiver by the insurer of its right to repair and reconstruct instead of paying cash.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Owners or their Mortgagees.

(e) All policies shall contain a provision that no policy may be canceled, invalidated or suspended on account of the conduct or one or more of the individual Owners, or their respective families, tenants, agents, and guests, or on account of the acts or any director, officer, employee, or agent of the Association or of its management agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(f) All policies shall contain "Agreed Amount and Inflation Guard Endorsement" and a "Construction Code Endorsement."

5.5 It shall be the responsibility and obligation of each Owner to obtain insurance, at the Owner's personal expense, affording public liability coverage and fire, hazard and property damage coverage upon each Lot owned.

5.6 If the damage or destruction to the Common Areas, Community Facilities or the Easement Areas for which the insurance proceeds are paid to the Association and such proceeds together with the deductible amounts maintained on reserve are not sufficient to defray the cost thereof, the Board of Directors may, without the necessity of a vote of the Members, levy a special assessment or assessments against all Lot Owners to provide sufficient funds to pay such excess cost of repair or reconstruction. Additional assessments, as needed, may be made in like manner at any time during or following the completion of such repair or reconstruction.

5.7 If the damage or destruction to Common Areas and Community Facilities or the Easement Areas is to be repaired or reconstructed, the funds for the payment of repair or



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reconstruction shall consist of the proceeds of insurance, reserve for deductible amounts and funds collected by the Association from assessments as provided herein and shall be disbursed in payment of such costs in the discretion of the Board of Directors.

5.8 The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of common expense funds, or for injury or damage to individuals or property or Lots caused by the elements or resulting from water which may leak or flow from any portion of the Common Areas and Community Facilities, or the Easement Areas, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, for any Owner's property (including those of any family member or guest of such Owner) which may be stored upon the Common Areas and Community Facilities, whether with or without permission. No diminution or abatement of assessments, or the Easement Areas, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas and Community Facilities or the Easement Areas, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any law or ordinance or with the order or directive of any municipal or other governmental authority.

SECTION VI

MANAGEMENT AGENT

6.1 The Board of Directors may employ on behalf of the Association a management agent or manager (the "Management Agent"), at a rate of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including without limitation:

(a) To establish (with the approval of the Board of Directors of the Association) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens in a manner consistent with law and the provisions of this Declaration;

(b) To provide for the care, upkeep, maintenance, and surveillance of the Common Areas and Community Facilities and the Easement Areas;

(c) To designate, hire, and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Areas and Community Facilities and the Easement Area;

(d) To promulgate (with the approval of the Board of Directors of the Association) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as maybe deemed proper respecting the use of the Common Areas and Community Facilities; and

(e) To provide such other services (including accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

6.2 Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

SECTION VII

COMMON PROPERTIES MAINTENANCE CHARGES

7.1 Each Lot within the Subdivision shall be subject to a maintenance charge or assessment at the rate of \$300.00 annually payable in three installments of \$100.00 each. Any

change in the assessment is subject to the approval of the Board of Directors of Belmont Glen Homeowners Association, Inc; provided, however, that the Board of Directors can only increase the assessment a maximum of 15% in any calendar year unless it is necessary to impose a greater increase in the assessment in order to pay the pro rata share of the Association's annual budget or expenses based on the number of lots in the Subdivision as it relates to the total number of lots in the Belmont Glen Community as provided in the Master Declaration. Currently there are 211 lots planned for Clover Point Subdivision. Any change in the assessment that is approved by the Board of Directors in excess of 15%, except as provided above, must be approved by 70% of the Lot Owners within the subdivision, with each Lot having one vote without regard to the number of fee simple title holders. The assessment accrues at the time an Owner receives title to a Lot from the Declarant or Builder within the Subdivision and at closing the owner shall be charged for a pro rata share of the assessment from the date of closing to the next scheduled assessment billing date.

7.2 Lots owned by the Declarant or unimproved lots for which a certificate of occupancy has not been issued owned by Builders in the Subdivision will not be subject to any maintenance charge or assessment. During such time, the Declarant will subsidize the general operation of the Association according to the established budget and the Master Declaration. Until such time as Original Declarant relinquishes its right to name the members of the Board of Directors of the Association, Declarant will fund any deficiency in the general operation of the Association as provided in the Master Declaration; provided, however, Declarant shall have no obligation to restore or repair capital improvements except as required under the Master Declaration.

7.3 All sums as above set forth are payable to Belmont Glen Homeowners Association, Inc. and the amount so paid shall be administered by the Board of Directors of said Association and

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may be used for the payment of maintenance expenses as previously set forth herein and all other expenses of the Association.

7.4 All such assessments, together with interest at the rate of 10% per annum and the cost of collection thereof, as hereafter provided, shall be a charge upon the land with respect to which such assessments are made and shall be a lien against such land. Each such assessment, together with interest thereon and the costs of collection thereof, also shall be the personal obligation of the person or persons, jointly and severally, who is the record title owner of such assessed land at the time when the assessment falls due. Acceptance of a deed to a Lot within the Subdivision shall be construed to be a covenant to pay all assessments levied by the Association. The Association shall have the right to take and prosecute all actions or suits, legal or otherwise, which it may in its sole discretion deem necessary for the collection of such charges. As such, and since the assessment is the personal obligation of the person who is the owner of the assessed land, the Association specifically has the right to file a suit for collection in the appropriate court of jurisdiction in Effingham County, Georgia and each Owner by taking title to a Lot in Effingham County, Georgia agrees to venue in Effingham County, Georgia for any action enforcing these covenants, including but not limited to, the obligation to pay the assessments and other charges provided for in this General Declaration. The Association may pursue any post judgment collection remedy available, including, but not limited to, garnishment actions.

7.5 The lien established by this Declaration shall be subordinate to the lien of any lender of any sums secured by a duly recorded security deed or deed to secure debt on the land records of Effingham County, Georgia. Provided further, such subordination shall apply only to the charges that shall become due and payable prior to passing of title under foreclosure of a security deed or deed to secure debt or acquisition of title by deed in lieu of foreclosure and nothing herein shall be construed

to affect the rights given the Association to enforce collection of such assessments accruing after either a foreclosure sale has occurred or a deed in lieu of foreclosure has been executed.

7.6 All Common Properties owned by the Association shall be exempt from assessment.

7.7 In addition to the Common Properties Maintenance Charge, the Association may assess, in any calendar year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement in the Common Area, including fixtures and personal property related thereto. Such assessment shall have the approval of the Board of Directors of the Association and 70% of the Lot Owners within the Subdivision, with each Lot having one vote without regard to the number of fee simple title holders.

7.8 Any assessment not paid within 15 days after the due date shall incur a five (5%) percent late fee. No Owner may waive or otherwise avoid liability for the assessment provided for herein by non-use of the common properties or abandonment of the Dwelling House.

SECTION VIII

STREETS, EASEMENTS, RESERVATIONS, SIGNS,  
RIGHTS OF WAY AND SIDEWALKS

8.1 No title to land in any street is intended to be conveyed, or shall be conveyed to an Owner under any deed, or to the purchaser under any contract of purchase. Title to the streets shall be retained by the Declarant, or any successor thereof, until such time as they are conveyed to the Association or conveyed as part of a public dedication to the local governing authority.

8.2 Easements for installation and maintenance of utilities and/or drainage facilities are reserved as shown on the recorded plats. Declarant for itself and its successors reserves an easement across any Lot for the purpose of accessing any platted easement area and installing and maintaining

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utilities and drainage facilities located in such platted easement areas. No dwelling house or other structure of any kind shall be built, erected, or maintained upon any easement area reserved by Declarant, and said easements shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing, or servicing such utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right to ingress and egress thereto and therefrom, and the right and privilege of doing whatever may be necessary in, under and upon said location for the carrying out of any of the purposes for which said easements, reservations and rights of way are reserved, or may hereafter be reserved.

8.3 The Declarant also reserves a non-exclusive easement and right-of-way in, through, over and across the Common Areas and Community Facilities and the Easement Areas within their respective Phases for the purposes of storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, waterlines, cables, storm drains, easements and appurtenances to any of the same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to the Subdivision or in the vicinity of the Subdivision. Any and all instruments of conveyance made by the Declarant, or its successors in interest, to the Association with respect to any of the Common Areas and Community Facilities, the Easement Areas or easements shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, the Association shall from time to time execute, acknowledge and deliver to the Declarant free of charge such further assurances of this reservation as may be necessary.

8.4 Upon the Declarant's conveyance of the Common Areas and Community Facilities and the Easement Areas to the Association, the Association is authorized and empowered to grant

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(and shall from time to time grant) such other licenses, easements and rights-of-way over the Common Areas and Community Facilities and the Easement Areas for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, cables, underground conduits and such other purposes related to the provision of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas and Community Facilities and the Basement Areas and for the preservation of the health, safety, convenience and welfare of the Owners of the Lots.

8.5 The Association, shall have the right to enter upon the Common Areas and Community Facilities and the Easement Areas and, to the extent required, to enter upon each Lot and any portion thereof for the purpose of installing, maintaining, repairing, or replacing sanitary or storm sewer lines, waterlines, and such other utilities as may be located under or cross under any such Lot or Lots and any property conveyed therewith; for the purpose of repairing, maintaining, or replacing Community Facilities and the Easement Areas or any improvements or structures located on Common Areas or the Easement Areas; and for the purpose of repairing, maintaining, or landscaping that portion of each Lot and any property conveyed therewith for which the Association has been given or may assume that responsibility or obligation, and for those purposes an easement is hereby reserved in favor of the Association.

8.6 The Declarant, and its successors in interest, their agents, representatives and employees, shall have, and there is hereby reserved thereunto, an easement for the maintenance of sales offices and/or model Lots on the Property and an easement as required for the development, construction and/or sale of the Lots on the Property (including an easement for on-site sale signage) for so long as any Declarants own any Class A membership in the Property. Declarants also hereby reserve the right to use the Common Areas for personal use and enjoyment.

8.7 Declarant may include in any contract or deed hereafter made additional protective covenants and restrictions not inconsistent with those contained herein.

8.8 Except for marketing signs erected by Declarant, or its successors in interest, no signs, or other advertising device of any character shall be erected, posted, pasted, displayed, or permitted upon or about any part of any Lot except a sign of not more than five (5) square feet in area, advertising the property for sale, and signs used by Builders to advertise the property during the construction and sales period; provided however, that any such Builders' signs shall be subject to approval by the Architectural Review Committee. Signs advertising the property for rent or lease are prohibited.

SECTION IX

LANDSCAPE PLAN

9.1 All Lots in the Subdivision are subject to the requirement that a landscape plan be submitted to the Architectural Review Committee under the provisions of this Declaration applicable to buildings and improvements. As a minimum requirement each front yard of any Lot shall be planted with sod no later than issuance of a certificate of occupancy. Further, the design and installation of foundation plants will consist of the planting not less than twenty (20) shrubs on Lots 87-146 both inclusive and not less than twenty-five (25) on Lots 1 through 5, inclusive; Lots 147 through 176, inclusive, and Lot 86, Belmont Glen Subdivision, Phase 1.

SECTION X

PARKING

10.1 Each Owner must provide as part of the submission of plans to the Architectural Review Committee provision for sufficient off street parking to service vehicles titled in the Owner and his/her immediate family. Temporary parking in the street right of way for guests of the Owner



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is allowed, however; any vehicle that remains in the street right of way for a period of time as deemed excessive in the sole discretion of the Association shall be subject to removal. The Association shall establish rules regarding notification to Owners of vehicles that are in violation of this covenant and may remove any vehicle parked in an unauthorized location. The Association will request that all local ordinances regarding the blocking of public street rights of way and abandoned vehicles be enforced.

SECTION XI

SCOPE, DURATION OF COVENANTS, RESTRICTIONS,  
RESERVATIONS, SERVITUDES AND EASEMENTS

11.1 All of the covenants, restrictions, reservations and easements set forth in this Declaration are imposed upon said Property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said Property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration, and agrees to be bound by each such covenant, restriction, reservation, servitude and easement contained herein. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect as herein provided.

11.2 This Declaration and the covenants, restrictions, reservations, servitudes and easements as are in force on that date which is twenty (20) years from the date this Declaration is first recorded shall be renewed automatically and without further notice from that time for a period in accordance with O.C.G.A. 44-5-60, as amended from time to time, unless terminated as provided by law.

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SUBORDINATION OF COVENANTS, RESTRICTIONS,  
RESERVATIONS, SERVITUDES AND EASEMENTS

12.1 All of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall be subject to and subordinate to any recorded security deed or deed to secure debt in good faith and for value at any time heretofore and hereafter executed covering any part of said property, and the breach of any such covenants, restrictions, reservations, servitudes and easements shall not defeat any lien or encumbrance of any such security deed or deed to secure debt; provided, however, the purchaser of any foreclosure sale under any such security deed or deed to secure debt, his or its successors and assigns, shall take and thereafter hold the title subject to all of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration.

SECTION XIII

ENFORCEMENT OF COVENANTS, RESTRICTIONS, RESERVATIONS,  
SERVITUDES AND EASEMENTS

13.1 A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements set forth in this Declaration shall give to the Declarant, the Architectural Review Committee, and to the Association, jointly and severally, the right to immediate entry upon the property upon which such violation exists, and summarily to abate and remove, at the expense of the Owner thereof, any erection, structure, building, thing, or condition that may be or exists thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Review Committee or the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal, nor shall the Declarant or the Architectural Review Committee or the Association be liable for any damages occasioned thereby.

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The result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement is violated, in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

13.2 Where an action, suit, or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding.

13.3 Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Declarant, the Architectural Review Committee, the Association, or by an owner of any Lot in said property.

13.4 The Association is granted the authority to impose a monetary fine or penalty against any Owner for any violation of this General Declaration of Covenants and Restrictions in accordance with policies and procedures to be established by the Board of Directors of the Association. The policies and procedures will provide for a method of written notification to the Owner of the violation and a period of time for the Owner to cure or correct the violation before the fine or penalty is imposed. Such fine or penalty shall constitute a lien or charge upon the land as is the case with the Common Properties Maintenance Charge and shall be subject to collection in the same manner as such maintenance charges as set forth under Paragraph 6 herein. The fine or penalty imposed by the Association will be as follows: (1) where the violation requires the Association to expend funds to

cure, remedy, eliminate or remove the violation, then the fine or penalty will be two times the amount expended by the Association; (2) in all other cases of a violation, the maximum fine or penalty the Association may impose is the sum of \$2,500.00. Nothing contained herein shall limit the recovery of any damages or expenses, or prevent the exercise of any rights, privileges and remedies that may exist under this General Declaration or the law for any violation of these covenants. The foregoing fines and penalties shall be in addition to any other damages or amounts that may be recoverable by the Association in connection with any violation.

13.5 Any notice required to be sent to any Member or Owner under the provisions of this General Declaration shall be deemed to have been properly sent when mailed, first class mail with proper postage affixed, to the last known address of the individual who appears as Member or Owner on the records of the Association at the time of such mailing.

13.6 The provisions contained in this Declaration shall bind the Architectural Review Committee and the Association, or the Owner or Owners of any Lot in said Subdivision, their legal representatives, heirs, successors and assigns, and failure by Declarant, the Architectural Review Committee, the Association, or the Owner or Owners of any Lot in said Subdivision, their legal representatives, heirs, successors, or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise herein provided.

SECTION XIV

ASSIGNMENT OF POWERS

14.1 Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to another corporation, co-partnership, or individual and upon such corporation, co-partnership, or individual evidencing its consent in writing to accept such

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assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance, or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance, or assignment.

14.2 In the event Declarant shall convey all of its right, title and interest in and to the real Property and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership, or individual and such assignee should, by instrument in writing duly executed, acknowledged and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed upon the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties as though such other party has originally been named as Declarant instead of Declarant. Any conveyance of the Property to an affiliated or related company of Declarant shall be deemed to include all rights, powers and privileges whether expressly stated in such conveyance or not unless the grantee thereof shall by written instrument release the same to the Association. As used herein in "affiliated" or "related" company of Declarant shall be any company in which an owner of Declarant has an ownership interest.

SECTION XV

MARGINAL NOTES AND HEADINGS OF SECTIONS

15.1 The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to

be, a part of this Declaration, or in any way define, limit, or describe the scope of intent of that particular section or paragraph to which they refer.

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**SECTION XVI**

**THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE**

16.1 In the event any clause, term, provision, or part of this Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, term, provision, or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated to be invalid or unenforceable, shall remain in full force and effect, and each and all of the paragraphs, terms, provisions, or parts of this Declaration are hereby declared to be severable and independent of each other.

**SECTION XVII**

**AMENDMENTS**

17.1 Until all Lots in all Phases of the Subdivision have been sold by the Declarant, the Declarant or its assignees, if said assignee is a Builder who buys all of said Lots then owned by Declarant in a phase of said subdivision shall have the right, in its discretion to amend this Declaration .

17.2 When Declarant no longer has the right to amend this Declaration then any amendment of these covenants must receive the affirmative vote of two-thirds of the Lots in the Subdivision. It is understood that a Lot with more than one owner shall only have one vote.

17.3. Provided that any Lot in the Subdivision is then encumbered by a Mortgage which is insured by the Veterans Administration, Federal Housing Administration, or by the Federal National Mortgage Association, neither the Members, the Board of Directors nor the Association shall, by act

or omission, abandon, partition, subdivide, encumber, sell, dedicate, or transfer any of the Common Areas and Community Facilities without the prior written consent and approval of the above-mentioned institution or institutions insuring Mortgages on any Lots.

17.4 Notwithstanding anything contained herein to the contrary and without limiting the generality or broad scope of the reserved right to amend this Declaration, Declarant shall have the unilateral right to amend or modify this Declaration if, in the sole discretion of Declarant, such amendment or modification is necessary to provide that loans made or insured by the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, or any successors to such entities, can be made to purchasers of Lots within the Community. Any amendment or modification enacted by Declarant pursuant to this section shall affect all of the Lots within the Subdivision to the same degree as if the Declaration was so modified or amended prior to the conveyance of any Lots by Declarants.

**SECTION XVIII**

**ANNEXATION AND DEDICATION**

18.1 Annexation of additional properties and dedication of common properties requires HUD/VA approval as long as Declarant possesses the right to amend these covenants.

**SECTION XIX**

**DISPUTES BETWEEN OWNERS**

19.1 Notwithstanding any other provision of this Declaration, any dispute between Owners arising from the enforcement or application of this Declaration shall be submitted to the Board of Directors of the Association and which shall act as a board of arbitration. The decision of a majority of the Board of Directors shall be binding upon the respective Owners who agree to immediately comply with such decision.

IN WITNESS WHEREOF, Declarant and Builder-Owner have caused these presents to be executed by and through their duly authorized representatives on the day and year first above written as the date hereof.

CLOVER POINTE DEVELOPMENT LLC

By: *William Holley*  
Title: Manager

Signed, sealed and delivered  
in the presence of

*[Signature]*  
Witness

Notary Public



(Signatures continued on next page.)