THE LANDINGS ASSOCIATION, INC.

GENERAL DECLARATION

OF

COVENANTS AND RESTRICTIONS

The following is a compilation of some of the recorded documents for The Landings. It is provided in this format as a courtesy to the members and prospective members. This document is not intended to be considered the official document of The Landings. Members and prospective members are bound by all valid recorded Covenants and Restrictions together with all valid Amendments and supplementary Declarations of record.

GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 15th day of August, 1972 by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly qualified in Georgia (herein called "the Developer").

1. DECLARATION PURPOSES:

1.1 **General Purposes**. The Developer is the owner of certain real property located on Skidaway Island, Chatham County, Georgia, and desires to create thereon a residential planned unit development with private open spaces and other common facilities for the benefit of said planned unit development.

The Developer desires to provide for the preservation of the values and amenities in said planned unit development and for the maintenance of the open spaces and other common facilities and to this end desires to subject the real property described in Article 3, together with such additions as hereafter may be made thereto as provided in Article 3, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

The Developer has deemed it desirable for the efficient preservation of the values and amenities in said planned unit development to create an agency to which will be delegated and assigned the powers of maintaining and administering the planned unit development 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 Developer has caused to be incorporated under the laws of the State of Georgia as a nonprofit corporation, The Landings Association, Inc.

1.2 **Declaration**. To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that all real property hereinafter described in Article 3 as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of Article 3 hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

2. DEFINITIONS:

The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meaning:

2.1 "Association" shall mean and refer to The Landings Association, Inc., its successors and assigns.

2.2 "The properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental declaration as provided in the provisions of Article 3 hereof.

2.3 “Existing properties” shall mean and refer to the real estate described in Article 3.1 hereof.

2.4 “Common properties” shall mean and refer to any real property, and improvement or portions of improvements thereon and any personal 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.

2.5 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of common properties.

2.6 “Living unit” shall mean and refer to any portion of a multi-family structure situated upon the properties designed and intended for use and occupancy as a residence by a single family.

2.7 “Multi-family structure” shall mean and refer to any building containing two or more living units under one roof.

2.8 “Owner” shall mean and refer 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 or living unit situated upon the properties, but notwithstanding any applicable theory of the Deed to Secure Debt, 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.

2.9 “Member” shall mean and refer to all those owners who are members of the Association as hereinafter provided.

2.10 “Dwelling lot” shall mean and refer to any lot intended for improvement with a dwelling.

2.11 “Dwelling” shall mean any building located on a dwelling lot and intended for the shelter and housing of a single family.

2.12 “Dwelling accessory building” shall mean a subordinate building or a portion of a dwelling, the use of which is incidental to the dwelling and customary in connection with that use.

2.13 “Single family” shall mean 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, together with his or their domestic servants, maintaining a common household in a dwelling.

2.14 “Story” shall mean that portion of a dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

2.15 “Living area” shall mean the heated and/or air conditioned area of a dwelling calculated from he exterior dimensions of such space.*

2.16 “Structure” shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device attached or projecting shall be construed to be a separate structure.

**As amended by document dated March 31, 1980 and recorded April 8, 1980 in Record Book 114-P. Folio 517.*

3. EXISTING PROPERTIES-ADDITIONS THERETO-MERGERS:

3.1 **Existing Properties**. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located on Skidaway Island, Chatham County, Georgia, and is more particularly described in Exhibit A attached hereto and by this reference made a part hereof as fully as though recited in this Article 3.1.

3.2 **Additions to Existing Properties**. The Developer is the owner of 502 acres, more or less, including the existing properties located on Skidaway Island. Union Camp Corporation, which is the parent corporation of Developer, owns approximately 3000 acres of additional lands which are contiguous to the lands now owned by Developer. Developer has an option to purchase 921 acres of such additional lands and expects to acquire the right to purchase all of such additional acreage. The Developer, its successors and assigns, in accordance with Developer's General Plan of Development for Skidaway Island, shall have the right to bring within the scheme of this Declaration in future stages of development, any part, or all, of such additional lands. The additions authorized under this and the succeeding subsection shall be made by filing of record a supplemental declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Any such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the scheme of this Declaration. Any such additions, if made, will become subject to assessment for their just share of Association expenses. In no event shall any such supplementary declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing properties.

3.3 **Other Additions**. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Developer may add additional property located on Skidaway Island which it hereafter may acquire from persons other than its parent corporation to the scheme of this Declaration and subject any such additional property to the jurisdiction of the Association in the same manner as is provided in Article 3.2.

3.4 **Mergers**. In the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association, or alternatively, the rights and obligations of the Association, as a surviving corporation pursuant to a merger or consolidation, may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. However, no such merger or consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the existing property or any supplemental declaration with respect to any additions thereto, except as hereinafter provided.

4. GENERAL RESTRICTIONS:

4.1 **Land Use and Building Type**. All lots which are designated on any recorded subdivision plat of the properties with a numeral without a letter prefix are intended as dwelling lots and shall be used for private residence purposes only. No building, except

as specifically authorized elsewhere herein, shall be erected, re-erected or maintained on a dwelling lot except one dwelling designed for occupancy by a single family and one dwelling accessory building designed for use in conjunction with said dwelling as a private garage or servant's quarters or a combination of both, provided that no dwelling accessory building shall be used for rental purposes separate from the dwelling. No other dwelling accessory building or structures may be erected or maintained on any such lot except in such manner and location as shall be approved in writing by the Architectural Committee of the Association, as provided herein.

4.2 **Building Height**. No dwelling shall be erected, altered or placed which is more than 30 feet in height as measured from the lowest livable floor to the highest point of the roof line. No dwelling accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by the Architectural Committee.*

4.3 **Dwelling Quality**. It is the intention and purpose of these covenants to insure that all dwellings shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other dwellings within the planned unit development. All dwellings shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Architectural Committee.

4.4 **Minimum Living Area**. The minimum living area of a dwelling shall be not less than 1600 square feet for a one story dwelling and not less than 2000 square feet for dwellings of more than one story.*

4.5 **Location of Dwellings and Structures on Lot**. The Developer deems that the establishment of standard inflexible building setback lines for location of dwellings and structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. Therefore, the location of each dwelling and other structures on a lot shall be subject to approval in writing by the Architectural Committee in accordance with the procedures hereinafter established, provided that each owner shall be given reasonable opportunity to recommend the suggested construction sites.

4.6 **Miscellaneous Improvements and Drainage**. Plans and specifications for driveways, culverts, pavement edging and markers shall be subject to prior approval by the Architectural Committee. Each lot shall be improved in such a manner to carry away surface water that may exist either prior to, or as a result of, the development of the lot. Such drainage shall not be directed onto adjacent lots.*

4.7 **Home Occupations, Nuisances and Livestock**. No home occupation or profession shall be conducted in any living unit or accessory building. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No livestock or poultry other than customary domestic pets such as dogs and cats shall be kept or maintained on any lot, and all such pets at all times shall be kept under control and not permitted to run loose. The use for habitual parking for commercial vehicles, boats, trailers of any kind or other similar vehicles of any unclosed garage, carport, driveway or parking area on any lot, parkway or common properties is prohibited. The term "Commercial Vehicle" includes all automobiles, station wagons, trucks and vehicular equipment which bear signs or have printed thereon any reference to any

commercial undertaking or enterprise. The habitual violation of such parking regulation shall be deemed a nuisance.

4.8 **Plant Diseases and Noxious Insects**. 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.

4.9 **Temporary Structures**. No trailer, tent, shack or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a living unit shall be on the same lot as the dwelling and such buildings or structures shall be removed upon completion of construction.

4.10 **Completion of Construction**. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within one year from commencement of construction, except that such period may be extended by reason of act of God, labor disputes or other matters beyond the owner's control.

4.11 **Maintenance of Side Strips**. Each owner shall be responsible for the maintenance of side strips located between his lot lines and edges of the street or ingress or egress easements on which said lots border.

4.12 **Wells and Septic Systems**. No well or septic system shall be constructed or maintained on any lot whenever water and sewer connections and facilities are available to the lot or whenever such facilities are in process of construction and completion is projected for not to exceed thirty days beyond completion of the dwelling construction.

4.13 **Deviations by Agreement with the Association**. Developer hereby grants and gives the Association, its successors and assigns, the right to enter into agreements with the grantee of any lot or lots, without the consent of the owner of any other lots, or adjoining or adjacent property, to deviate from any of the covenants set forth in this Article 4 for reasons of practical difficulties or particular hardships which otherwise would be suffered by such grantee. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots in the properties.

4.14 **Lots not Subject to General Restrictions**. Anything herein to the contrary notwithstanding, Developer reserves the right to construct and maintain on not to exceed four lots selected by it in the existing property, or any addition thereto, a structure or structures for use by it, its successors and assigns, as an office or offices in connection with the development and sale of the properties and in that regard to erect and maintain signs at selected locations.

**As amended by document dated March 31, 1980 and recorded April 8, 1980 in Record Book 114-P. Folio 517.*

5. REQUIRED APPROVAL OF CONSTRUCTION OF DWELLINGS, STRUCTURES AND OF CLEARING, GRADING, AND RELATED MATTERS:

5.1 **Objectives**. Developer's objectives are to carry out the general purposes expressed in this Declaration; to prohibit any improvement or change in the properties 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 to the visual continuity of the area; to assure that any improvements or changes in the properties 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 and comparable to other improvements in the area.

5.2 **Architectural Control Committee**. To achieve Developer's objectives, the Board of Directors of the Association shall create an Architectural Committee 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 Developer reserves the right to perform all the functions and give the approvals and disapprovals which otherwise are within the jurisdiction of the Architectural Committee.

5.3 **Matters Requiring Approval**. Prior written approval shall be obtained from the Architectural Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, 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 plans and specifications showing the nature, kind, shape, height, materials, location and grade at the same have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Architectural Committee.

5.4 **Procedures of Obtaining Required Approval**. Whenever approval is required of the Architectural Committee, appropriate plans and specifications shall be submitted to the Architectural Committee (or to Developer if such Committee is not functioning). Such Committee (or Developer) shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it, 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 days after 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. Subject to the continuing right of Developer to approve the maximum amount thereof, the Board of Directors of the Association shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the Architectural Committee which shall be paid at the time of submission of such plans. No additional fee shall be required for 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 Architectural Committee (or Developer).

It is recognized that the Architectural Committee has wide latitude to interpret the provisions of these Covenants as amended and supplemented. It is also recognized that periodic promulgation of architectural guidelines would be beneficial in assisting property owners to comply with the Covenants. The Committee shall have the right to propose such interpretative guidelines, or amendments to existing guidelines, not

inconsistent with the Covenants as amended and supplemented. Such proposals shall go into effect after their approval by the Board of Directors of the Association and the Developer.*

**As amended by document dated August 21, 1981 and recorded August 21, 1981 in Record Book 117-E. Folio 345.*

6. PROPERTY RIGHTS IN THE COMMON PROPERTIES AND OBLIGATION OF THE ASSOCIATION WITH RESPECT THERETO:

6.1 **Members Easements of Enjoyment**. Subject to the provisions of this Article 6, every member shall have the right and easement of enjoyment in and to the common properties in common with other owners and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

6.2 **Title to Common Properties**. The Developer, for itself, its successors and assigns, hereby covenants to convey to the Association as common properties legal title to all areas which, according to Developer's General Plan of Development, are intended to remain as open or green areas appurtenant or adjacent to the existing properties and additions thereto. For practical reasons, the legal definition of such open or green areas cannot be determined at this time. It is expressly understood that no areas depicted in the General Plan of Development for Skidaway Island, or any phase of such development, as golf course development, shall be included as open or green areas. The Developer will retain title and all rights in and to such golf course areas. The conveyance of such open or green areas will be made to the Association at such time as the Developer shall select, but no later than such time as the Developer ceases to be the owner of at least 10% of the lots included in all recorded plats of existing properties and additions thereto or January 1, 1976, whichever is earlier.

6.3 **Obligation of the Association with Respect to Common Properties**. The Association, for itself, its successors and assigns, hereby covenants with the Developer as follows:

6.3.1 The Association will accept conveyance of the common properties which the Developer is obligated to or may convey to the Association.

6.3.2 The Association will preserve and maintain for the common benefit of its members all of the common properties which it hereafter shall own, including without limitation the obligation to maintain streets and roadways which may be conveyed to the Association as common properties, pay taxes thereon and keep the same in good and sightly appearance.

6.4 The Developer at any time hereafter may convey to the Association as common property any canals, ponds, drainage ditches, streets and roadways and other properties owned by the Developer located within or abutting upon the existing properties and any additions thereto. Developer shall have the obligation of maintaining any such properties which may become common properties prior to the conveyance thereof to the Association.

6.5 **Extent of Members' Easements**. The rights and easements of enjoyment for the benefit of members created hereby shall be subject to the following:

6.5.1 Rights of the Developer, its successors and assigns as herein reserved.

6.5.2 The right of the Association, in accordance with its by-laws, to borrow money for the purpose of improving the common properties and in addition thereto to mortgage such properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all members' rights fully restored.

6.5.3 The right of the Association to take such steps as are reasonably necessary to protect the common properties against foreclosures.

6.5.4 The right of the Association, as provided in its articles and by-laws, to 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 days for any infraction of its published rules and regulations.

6.5.5 The right of the Association to charge reasonable admission and other fees for the use of the common properties where such use results in an added expense to the Association and added benefits to the using members.

6.5.6 The right of the Association to dedicate or transfer all or any 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 such dedication or transfer shall be effective unless approved by appropriate vote of two-thirds of the votes of each class of membership, agreeing to such dedication and transfer and approving the purposes or conditions with respect thereto, and unless written notice of the proposed agreement and action is sent to every member at least ninety days in advance of any action taken.

6.6 **Rights Reserved by the Developer**. The Developer, for itself, its successors and assigns, reserves the following rights in any common properties transferred to the Association:

6.6.1 An easement is reserved with respect to any area as shown on any recorded plat and designated as an "easement" and with respect to all open or green areas conveyed to the Association pursuant to Articles 6.1, to install, lay, construct, renew, operate and maintain utility pipes and conduits and underground or overhead poles and equipment for the purpose of serving the properties with telephone, electricity, water, sewer service and other utility services; and Developer, its successors and assigns, through authorized representatives, also reserves the right to enter upon the lots at all times for any such purposes, and the right to cut down and remove any trees or bushes that interfere or threaten interference with any such use or right. No permanent building, structure or trees shall be placed upon any such easement, except that such easements may be used for gardens, shrubs, landscaping and other purposes not then or later interfering with said reserved uses and rights.

6.6.2 An easement is reserved for surface drainage in and along the streets and such other locations as are shown on any plat marked "drainage easement" or otherwise designated for such intended purpose.

6.6.3 Prior to commencement of construction upon any lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any lot for the

purpose of removing offensive underbrush or for pest control purposes. No such entry shall be deemed a trespass.

6.6.4 An easement is reserved for the purposes stated in Paragraph 6.6.1 with respect to areas within platted streets and roadways. The Developer, its successors, assigns, employees and licensees shall have the unobstructed use at all times of all streets and roadways.

6.7 The Developer, for itself, its successors and assigns, reserves (A) an easement on, over, under and across that portion of any dwelling lot encompassing a revetment constructed under Permit issued by the U.S. Army Corps of Engineers; and (B), for the purpose of performing required maintenance and upkeep of such revetment, an access and work easement on and over such lot.*

**As amended by document dated June 30, 1987 and recorded July 10, 1987 in Record Book 135-D. Folio 36.*

7. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

7.1 **Membership**. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit which by covenants of record is subject to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

7.2 **Voting Rights**. The Association shall have two classes of voting members.

Class A: Class A members shall be all those owners as defined in Paragraph 7.1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit.

Class B: Class B member shall be the Developer. Class B members shall be entitled to three votes for each lot and living unit in which it holds the interest required for membership by Article 7.1.

The Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

For purposes of determining the votes allowed under this article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted.

8. COVENANT FOR MAINTENANCE ASSESSMENTS:

8.1 **Creation of the Lien and Personal Obligation of Assessments**. The Developer**,** for each lot and living unit owned by it within the properties, hereby covenants, and each owner of any lot or living unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns, to pay to the Association: (1) general purpose annual assessments or charges; (2) special purpose annual assessments or charges; and (3) special assessments for capital improvements. All such assessments shall be fixed,

established and collected from time to time as hereinafter provided. All such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on 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 costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time when the assessment fell due.

8.2 **Purpose of Assessments**

8.2.1 A**nnual General Purpose Assessments**. The annual general purpose assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to such purpose and related to the use and enjoyment of the common properties and of the owners of the dwelling lots and living units situated upon the properties, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the common properties, payment of insurance with respect to the common properties and repair, replacement and additions thereto, for repair and maintenance of streets, roadways and drainage facilities, and for the cost of labor, equipment, materials, management and supervision thereof.

8.2.2 **Annual Special Purpose Assessments**. The Association may levy annual special purpose assessments against dwelling lots which abut upon and are served by roadways which, according to any recorded plat, are designed for the purpose of serving as ingress and egress to not exceeding 12 dwelling lots. The purpose of such assessments shall be for the maintenance and repair of such roadway. Such assessments shall be made proportionately with respect to the lots served by such roadways and, when assessed, shall be added to the annual general purpose assessment with respect to such lots and used exclusively for such stated purpose.

8.2.3 **Special Assessments for Capital Improvements**. In addition to the annual general and special purpose assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, or reconstruction, or repair or replacement, of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the vote of each class of members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty days in advance of the meeting setting forth the purpose of the meeting.

8.2.4 **Special Assessments for Revetment Maintenances**. In addition to the annual general and special purpose assessments, the Association may levy special purpose assessments against dwelling lots containing and/or abutting a revetment constructed under Permit issued by the U.S. Army Corps of Engineers. The purpose of such assessments shall be for required maintenance and upkeep of such revetment. Such assessments shall be made proportionately with respect to the lots containing and/or abutting such revetment and, when assessed, shall be added to the annual general purpose assessment with respect to such lots and shall be used exclusively for such stated purpose.*

8.3 **Basis and Maximum of Annual General and Special Purpose Assessments**.

8.3.1 **Annual General Purpose Assessments**. The annual general purpose assessment shall be $100 per lot or living unit.** From and after January 1, 1976, the annual general purpose assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years, and at the end of each such three year period, for an additional succeeding period of three years.

8.3.2 **Annual Special Purpose Assessments**. The annual special purpose assessment, when made, shall be based upon the projected estimated cost of discharging the purpose for which such assessments are made. If the actual cost of achieving such purpose for any annual assessment period shall exceed the projected estimated cost, such excess shall be added to the annual projected estimated cost for the succeeding annual assessment period and likewise, if such actual cost shall be less than the projected estimated cost for such annual assessment period, the projected estimated cost for the succeeding annual assessment period shall be reduced accordingly.

8.3.3 The board of directors of the Association, after consideration of current maintenance costs and future needs of the Association, may fix any actual assessment for any year at a lesser amount than provided herein.

8.4 **Change in Basis and Maximum of Annual General Purpose Assessments**. From and after January 1, 1976, the Association may change the maximum and basis of the annual general purpose assessments prospectively, provided that any such change shall have the assent of two-thirds of the vote of each class of members who are voting in person or by proxy, at meeting duly called for such purpose, written notice of which stating such purpose shall be sent to all members at least thirty days in advance of such meeting, provided further that the limitations with respect to such assessments as herein set forth shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and this Declaration.

8.5 **Quorum for any Action Authorized under Articles 8.2.3 and 8.4**. The quorum required for any action authorized by Articles 8.2.3 and 8.4 hereof shall be as follows: At the first meeting called, as provided in Articles 8.2.3 and 8.4 hereof, the presence at the meeting of members, or of proxies, entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Articles 8.2.3 and 8.4 and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

8.6 **Date of Commencement of Annual Assessments; Due Dates.** The annual general purpose and annual special purpose assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the board of directors of the Association to be the date of commencement, but in any event not before January 1, 1974. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year after the first year shall become due and payable on the first day of March of said year. The amount of the annual general purpose or annual special purpose assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to such annual assessment as hereinbefore provided as the remaining number of months in that year bear to 12. The

same reduction in the amount of the assessment shall apply to the first assessment levied against any property which hereafter is added to the properties now subject to assessment at a time other than the beginning of an assessment period. The due date of any special assessment levied as provided in Article 8.2.3 shall be fixed in the resolution authorizing such assessment.

8.7 **Duties of the Board of Directors**. The board of directors of the Association shall fix the date of commencement and the amount of the assessment against each lot or living unit for each assessment period and at that time shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto.

The Association upon demand and payment of a service fee of not more than $15.00 at any time shall furnish upon the request of any owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said owner’s property are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified therein.

8.8 **Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association**. If the assessments are not paid on the date when due as provided herein, then such assessments shall become delinquent and shall, together with interest thereon and cost of collection thereof as provided hereinafter, thereupon become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assured by them.

If the assessment is not paid within thirty days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of 9% per annum and the Association may bring an action at law against the person personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney’s fee to be fixed by the court, together with the costs of the action.

8.9 **Subordination of the Lien to Mortgages**. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

8.10 **Exempt Property**. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or other easement or other interest therein dedicated and accepted by local public authority and devoted to public use;

(b) All properties which are or which become common properties; and
(c) All properties exempt from taxation by the laws of the State of Georgia upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein to the contrary, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**As amended by document dated June 30, 1987 and recorded July 10, 1987 in Record Book 135-D. Folio 36.*

***Increased to $150 per lot or living unit, effective January 1, 1982.*
Increased to $350 per living unit and $275 per vacant lot, effective January 1, 1985.
Increased to $360 per living unit and $285 per vacant lot, effective January 1, 1986.
Increased to $375 per living unit and $300 per vacant lot, effective January 1, 1987.
Increased to $475 per living unit and $380 per vacant lot, effective January 1, 1989.

9. EXTRA MAINTENANCE:

9.1 **Exterior Maintenance**. In addition to maintenance upon the common properties, the Association may, at the request of any owner, provide exterior maintenance with respect to the improvements on such owner's dwelling lot or living unit with respect to painting, repairs, replacements, care of roofs, gutters, downspouts and exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

9.2 **Assessment of Cost**. The cost of such exterior maintenance shall be assessed against the lot or living unit to which applicable and shall be added to and become part of the annual general purpose assessment or other charge to which such lot or living unit is subject to pursuant to Article 8 hereof and as a part of such annual assessment or charge. It shall be a lien and obligation of the owner and shall become due and payable in all respects as provided in Article 8, provided that the Board of Directors of the Association, when establishing the annual general purpose assessment against each lot or living unit for any assessment year, may add thereto the estimated cost of exterior maintenance with respect to such lot or living unit for that year, but thereafter shall make such adjustment with the owner as is necessary to reflect the actual cost thereof.

9.3 **Access at Reasonable Hours**. For the purpose of performing the exterior maintenance function, the Association, through its duly authorized agents, employees or licensees, shall have the right to enter upon any lot or exterior of any living unit at reasonable hours on any day except Sunday and holidays.

10. WATER AND SEWER SERVICE:

10.1 Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay a water availability charge to the utility furnishing water service, its successors and assigns, at the rate of Four Dollars ($4.00) per month per lot commencing upon the date that water mains are operating or are available for operation adjacent to or in the immediate vicinity of the lot and continuing until connection is made to a system main. At such time as the owner shall elect to have water service connected, the owner shall pay a minimum connection charge of $175 to said utility. Thereafter, owner shall pay for consumption of water at reasonable rates, subject to a minimum monthly charge, established by said utility.*

10.2 Every owner of a lot in the properties shall be presumed conclusively by acceptance of a deed of conveyance to such lot to have covenanted, for himself, his heirs, representatives, successors and assigns, to pay a sewer availability charge to the utility furnishing sewer service, its successors and assigns, at the rate of Four Dollars ($4.00) per month per lot commencing upon the date that sewer mains are operating or are available for operation adjacent to or in the immediate vicinity of the lot and continuing until connection is made to a system main. At such time as the owner shall elect to have sewer service connected, the owner shall pay a minimum connection charge of $500.00 to said utility. Thereafter, owner shall pay for sewer service at reasonable rates, subject to a minimum monthly charge, established by said utility.*

10.3 Unpaid availability, connection and usage charges shall constitute a lien upon and encumber the lot or lots with respect to which the charge shall have been made, and the utility, its successors and assigns, shall have the same rights and remedies to record and foreclose such liens and collect such charges as are reserved to the Association with regard to its charges as set forth in Article 8.8 of the General Declaration of Covenants and Restrictions.

**As amended by document dated December 25, 1972 and recorded December 28, 1972 in Record Book 101-0. Folio 867.*

11. GENERAL PROVISIONS:

11.1 **Duration**. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and living units has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

11.2 **Notices**. Any notice sent or required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of mailing.

11.3 **Enforcement**. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. Such action may be either to restrain violation or to recover damages, or against the land, to enforce any lien created by these covenants. Failure by the Association or any owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

11.4 **Modification**. By recorded supplemental declaration, the Developer may modify any of the provisions of this Declaration or any Supplemental Declaration for the purpose of clarifying any such provisions, provided no such modification shall change the

substantive provisions of any such document or materially alter the rights of any owner established by any such document.

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

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed on the day and year first above written by the officers of the undersigned thereunto duly authorized.

ATTEST: THE BRANIGAR ORGANIZATION, INC.

/s/ Joseph T. Cesario By /s/ J. Wood
Secretary Vice-President

Executed in the presence of:

/s/ John M. Brennan

/s/ Alan S. Gaynor

SUPPLEMENTAL DECLARATIONS

SPECIAL PROVISIONS WITH RESPECT TO THE CONSTRUCTION, SIZE OF RESIDENTIAL UNITS, SETBACK LINES AND EASEMENTS HAVE BEEN PROMULGATED FOR LOTS 413-480, INCLUSIVE, IN PLAT 13, PHASE I. THESE LOTS SHALL BE HELD, TRANSFERRED, SOLD, CONVEYED AND OCCUPIED SUBJECT TO THE GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS AS MODIFIED IN THE FOLLOWING RESPECTS:

Paragraph 4.3 of said General Declaration of Covenants and Restrictions relating to "Building Quality" shall be amended by the addition of the following as additional paragraphs thereof:

"By reason of the unique character of the development known as 'Golf Patio Villas', the Architectural Committee has adopted more stringent criteria, including aesthetic considerations, for the approval of proposed dwellings therein, copies of such criteria being on file in the offices of The Branigar Organization, Inc; The Landings Co., Inc.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island."

"Every structure constructed must have a blank side wall (that is, a wall with no windows or opening of any kind) which faces the predetermined zero foot side setback

line (except where such zero foot side setback line abuts a street or "open space"), regardless of the height of the wall and regardless of the placement of such structure on the lot."

Paragraph 4.4 of said General Declaration of Covenants and Restrictions relating to "Minimum Living Area" shall not be applicable to said property, but instead the following shall be substituted for said Paragraph 4.4:

"4.4 **Living Area**. The minimum living area of a dwelling shall be 1.100 square feet."

"The maximum ground floor area for single family homes or for the first floor of multi-floor structures shall be 1,900 square feet of heated and air-conditioned space, and the maximum square footage of area under roof shall not exceed 2,600 square feet. For multiple-story dwellings, the upper floor walls shall not extend beyond the perimeter of first floor walls."

Paragraph 4.5 of said General Declaration of Covenants and Restrictions relating to "Location of Dwellings and Structures on Lot" shall be amended by the addition of the following as additional paragraphs thereof:

"Each lot has one designated zero foot side setback line, such designation being shown on specially marked copies of Plat Number 13 on file in the offices of The Branigar Organization, Inc.; The Landings Co., Inc; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island."

"The owner of any lot on which the dwelling or proposed dwelling, the outermost edge of which abuts the line of an adjoining lot (i.e. a zero side setback) shall have a permanent easement five feet wide across that portion of the lot immediately adjacent to the boundary with the zero side lot setback for the purpose of roof eave overhang and for construction and/or maintenance of the side of such dwelling; provided, however, that the party holding the easement shall be obligated to restore any shrubbery or plantings on the adjacent property which may be disturbed during construction or maintenance."

THE FOLLOWING SPECIAL PROVISIONS HAVE BEEN CREATED FOR LOTS 798-835, PLAT 25; LOTS 971-1016, PLAT 28; LOTS 1039-1110, PLAT 29; AND LOTS 1354-1382, PLAT 32, IN PHASE I:

Paragraph 4.3 shall be amended by the addition of the following as additional paragraphs thereof:

"By reason of the unique character of this development, the Architectural Committee has adopted more stringent criteria, including aesthetic considerations and theme compatibility, for the approval of proposed dwellings therein, copies of such criteria being on file in the offices of The Branigar Organization, Inc.; The Landings Co., Inc.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island."

"Every structure constructed must have a blank side wall (that is, a wall with no windows or opening of any kind) which faces the predetermined less than ten foot side setback line (except where such less than ten foot side setback line abuts a street or 'open space'), regardless of the height of the wall and regardless of the placement of such structure on the lot."

Paragraph 4.4 shall read as follows:

"4.4 **Living Area**. The minimum living area of a dwelling shall be 1,100 square feet".

"The maximum ground floor area for single family homes or for the first floor of multi-floor structures shall be 1,900 square feet of heated and air-conditioned space, and the maximum square footage of area under roof shall not exceed 2,600 square feet. For multiple-story dwellings, the upper floor walls shall not extend beyond the perimeter of first floor walls on the less than ten foot setback line side but may, with approval of the Architectural Committee, extend beyond such first floor perimeter on one or more other sides."

Paragraph 4.5 shall be amended by the addition of the following as additional paragraphs thereof:

"Each lot has one designated less than ten feet side setback line, such designation being shown on specially marked copies of the appropriate plat on file in the offices of The Branigar Organization, Inc.; The Landings Co., Inc.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island."

"The owner of any lot on which the dwelling or proposed dwelling, the outermost edge of which abuts the line or an adjoining lot with less than a ten foot setback shall have a permanent easement five feet wide across that portion of the lot immediately adjacent to the boundary with the less than ten foot side lot setback for the purpose of roof eave overhang and for construction and/or maintenance of the side of such dwelling; provided, however, that the party holding the easement shall be obligated to restore any shrubbery or plantings on the adjacent property which may be disturbed during construction or maintenance."

THE DEVELOPER HAS PLACED ADDITIONAL RESTRICTIONS ON THE CONSTRUCTION OF RESIDENTIAL UNITS ON LOTS 1443-1452 AND 1457-1484, PLAT 1; AND LOTS 1598-1612, PLAT 3, PHASE II, AS FOLLOWS:

Article 4.3 of the General Declaration relating to "Building Quality" shall be amended by the addition of the following as additional paragraphs thereof:

"By reason of the unique character of this development, the Architectural Committee has adopted more stringent criteria, including aesthetic considerations and theme compatibility, for the approval of proposed dwellings therein, copies of such criteria being on file in the offices of The Branigar Organization, Inc.; The Landings Co., Inc.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island."

"Every structure constructed must have a blank side wall (that is, a wall with no windows or opening of any kind) which faces the pre-determined three foot side setback line (except where such three foot side setback line abuts a street or 'buffer zone' area), regardless of the height of the wall and regardless of the placement of such structure on the lot."

Article 4.4 of the General Declaration relating to "Minimum Living Area" shall not be applicable to said property, but instead the following shall be substituted for said Article 4.4:

"4.4 **Size of Structures on Lots**. The minimum living area of a dwelling shall be 1,100 square feet."

"The maximum living area for single story dwellings shall be 1,900 square feet. For multi-story dwellings, the maximum living area shall not exceed 2,400 square feet, and the ground floor living area shall not exceed 1,600 square feet. For multi-story dwellings,

the upper floor walls shall not extend beyond the perimeter of ground floor walls on the three foot setback line side but may, with approval of the Architectural Committee, extend beyond such ground floor perimeter on one or more other sides."

"The aggregate square footage of all structures erected at least eight inches above the finished ground elevation shall not exceed 2,700."

"No dwelling, including attached structures, shall exceed 50 feet in width, as measured between roof overhangs."

Article 4.5 of the General Declaration relating to "Location of Dwellings and Structures on Lot" shall be amended by the addition of the following as additional paragraphs thereof:

"Each lot has one designated three foot side building setback line, such designation being indicated by an arrow on the recorded plats of survey."

"The owner of each lot shall have a permanent easement five feet wide across the lot immediately adjacent to the boundary with the three foot side building setback line for construction and/or maintenance of the side of such dwelling: provided, however, that the party holding the easement shall be obligated to restore any shrubbery or plants on the adjacent property which may be disturbed during construction or maintenance."

"Each lot shall have a seven foot building setback line on the side opposite the three foot setback side."

"Each lot shall have a front building setback tine of 20 feet and, unless waived by the Architectural Committee for good cause, a rear building setback line of 10 feet."

IN ADDITION TO GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS, LOTS 1634-1677, PLAT 4; LOTS 1713-1737, PLAT 6; LOTS 1819-1835, PLAT 7; LOTS 2169-2209, PLAT 17; LOTS 2210-2248, IN PLAT 18; LOTS 2429-2459 IN PLAT 21; LOTS 2745-2767 IN PLAT 28; LOTS 3029-3069 IN PLAT 34; LOTS 3073-3092 AND 3217-3218 IN PLAT 35; ALL IN PHASE II, ARE SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS

Article 4.3 of the General Declaration relating to "Building Quality" shall be amended by the addition of the following as additional paragraphs thereof:

"By reason of the unique character of this development, the Architectural Committee has adopted more stringent criteria, including aesthetic considerations and theme compatibility, for the approval of proposed dwellings therein, copies of such criteria being on file in the offices of The Branigar Organization, Inc.; The Landings Co., Inc.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island."

"Every structure constructed must have a blank side wall (that is, a wall with no windows or opening of any kind) which faces the pre-determined three foot side setback line (except where such three foot side setback line abuts a street or 'buffer zone' area), regardless of the height of the wall and regardless of the placement of such structure on the lot."

Article 4.4 of the General Declaration relating to "Minimum Living Area" shall not be applicable to said property, but instead the following shall be substituted for said Article 4.4:

"4.4 **Size of Structures on Lots.** The minimum living area of a dwelling shall be 1,100 square feet."

"The maximum living area for single story dwellings shall be 1,900 square feet. For multi-story dwellings, the maximum living area shall not exceed 2,400 square feet, and the ground floor living area shall not exceed 1,600 square feet. For multi-story dwellings, the upper floor walls shall not extend beyond the perimeter of ground floor walls on the three foot setback line side but may, with approval of the Architectural Committee, extend beyond such ground floor perimeter on one or more other sides."

"The aggregate square footage of all structures erected at least eight inches above the finished ground elevation shall not exceed 2,700."

"No dwelling, including attached structures, shall exceed 50 feet in width, as measured between roof overhangs."

Article 4.5 of the General Declaration relating to "Location of Dwellings and Structures on Lot" shall not be applicable to said property, but instead the following shall be substituted for said Article 4.5:

"The Landings on Skidaway Island is a carefully planned community developed to take advantage of the natural beauty of the coastal environment. This same careful planning shall also be applied to the manner in which each home is designed and located on its lot."

"Because the location of a patio home on its lot is particularly critical due to the proximity of these dwellings to each other, the Developer has provided a 'Site Analysis' for each lot, copies, thereof being on file in the offices of The Branigar Organization, Inc.; The Landings Co., Inc.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island. The 'Site Analysis' is to be used as a guide for the design and location of the proposed home on the lot and as the standard for approval by the Architectural Committee. Each 'Site Analysis' contains the data customarily shown on a Landings lot 'tree survey' and indicates the area of the lot most suitable for building with appropriate concern for existing vegetation, views, privacy and other unique features of the lot."

"At the time of consummation of purchase of the lot, the purchaser shall pay to Developer such reasonable charge, not to exceed $250.00, as Developer may impose for the 'Site Analysis' of such lot."

SPECIAL PROVISIONS HAVE ALSO BEEN PROMULGATED WITH RESPECT TO THE HEIGHT OF DWELLINGS CONSTRUCTED ON PHASE II PATIO LOTS 2429-2459 IN PLAT 21; LOTS 2745-2767 IN PLAT 28; LOTS 3029-3069 IN PLAT 34; LOTS 3073-3092 AND 3217-3218 IN PLAT 35 AS FOLLOWS:

Article 4.2 of the General Declaration relating to "Building Height" is deleted and the following substituted in lieu thereof:

4.2 **Building Height**. No dwelling shall be erected, altered or placed which is more than 30 feet in height as measured from existing grade at the point of the outer building wall closest to either the front or rear property line, whichever is lowest. No dwelling accessory building or structure shall exceed 17 feet in height measured in the same fashion as described above unless a greater height is approved in writing by the Architectural Committee.

When the 'Site Analysis" prepared by the Developer provides a Building Height Measurement Line, no portion of the structure shall exceed one foot in height for each foot distance from such designated line. In this instance, the building height shall be

measured from the lowest point of the structure closest to the Building Height Measurement Line. The horizontal distance of the structure from the Building Height Measurement Line shall be measured along a line that is at right angles to the Building Height Measurement Line.

SPECIAL PROVISIONS HAVE BEEN DECLARED FOR LOTS 4273-4281 IN PHASE I; LOTS 4111-4131, 4252-4254 AND 4282-4291 IN PHASE II; LOTS 3824-3828, 3829-3840 AND 4015-4027 IN PHASE IV; AND BY MODIFICATION TO THE AMENDATORY DECLARATIONS FOR CERTAIN PATIO LOTS IN PLATS 1, 2, 3, 4, 5, 10 AND 11 IN PHASE III, AS FOLLOWS:

Article 4.2 of the General Declaration relating to “Building Height” is deleted and the following substituted in lieu thereof:

4.2 **Building Height**. No dwelling shall be erected, altered, or placed which is more than 30 feet in height as measured from existing grade at the point of the outer building wall closest to either the front or rear property line, whichever is lower. No dwelling accessory building, structure or attached garage shall exceed one story in height. In dwelling accessory buildings, structures or attached garages the space above the first floor shall contain only storage space which is accessible by permanent or disappearing stairs. No living space shall be permitted over a garage unless the garage is located within the main body of the house.

When the “Site Analysis” prepared by the Developer provides a Building Height Measurement Line, no portion of the structure shall exceed one foot in height for each foot distance from such designated line. In this instance, the building height shall be measured from the lowest point of the structure closest to the Building Height Measurement Line. The horizontal distance of the structure from the Building Height Measurement Line shall be measured along a line that is at right angles to the Building Height Measurement Line.

Article 4.3 of the General Declaration relating to “Building Quality” shall be amended by the addition of the following as additional paragraphs thereof:

By reason of the unique character of this development, the Architectural Committee has adopted more stringent criteria, including aesthetic considerations and theme compatibility, for the approval of proposed dwellings therein, copies of such criteria being on file in the offices of The Branigar Organization, Inc.; The Landings Co.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island.

Every structure constructed must have a blank side wall (that is, a wall with no windows, door, or view opening of any kind) which faces the predetermined three foot side setback line, except where such three foot side setback line abuts a street or “buffer zone” area, regardless of the height of the wall and regardless of the placement of such structure on the lot.

Article 4.4 of the General Declaration relating to “Minimum Living Area” shall not be applicable to said property, but instead the following shall be substituted therefore:

4.4 **Size of Structures on Lots**. The minimum living area of a dwelling shall be 1,600 square feet for a one story building and 2,000 square feet for a building containing more than one story.

The maximum living area for a dwelling shall not exceed 2,900 square feet. A second floor, if provided, shall not exceed 700 square feet of living area. For multi-story dwellings, the upper floor walls shall not extend beyond the perimeter of ground floor walls on the three foot setback line side but may, with approval of the Architectural Committee, extend beyond such ground floor perimeter on one or more other sides.

The heated and/or air conditioned area of the dwelling shall be calculated from the exterior dimensions of such space. The area of a floor that does not extend to an exterior wall on one or more sides shall be calculated as projected to the exterior walls of the structure providing six foot head room above such floor.

The aggregate square footage of all structures erected at least eight inches above the finished ground elevation shall not exceed the designated "Buildable Area" shown on the Site Analysis prepared by the Developer, or 45 percent of the area of the lot, whichever is the lesser.

No dwelling, with or without other incorporated structure, shall exceed 50 feet in width, as measured between outside walls. Approved overhangs may be in addition to the 50 foot maximum width, but shall not extend into either side yard setback.

Article 4.5 of the General Declaration relating to "Location of Dwellings and Structures on Lot" shall not be applicable to said property, but instead the following shall be substituted for Article 4.5:

4.5 **Location of Dwellings and Structures on Lot**. The Landings on Skidaway Island is a carefully planned community developed to take advantage of the natural beauty of the coastal environment. This same careful planning shall also be applied to the manner in which each home is designed and located on its lot.

Because the location of a patio home on its lot is particularly critical due to the proximity of these dwellings to each other, the Developer has provided a "Site Analysis" for each lot, copies thereof being on file in the offices of The Branigar Organization, Inc.; The Landings Co.; The Landings Association, Inc.; and the Architectural Committee, all at The Landings on Skidaway Island. The "Site Analysis" is to be used as a guide for the design and location of the proposed home on the lot and as the standard for approval by the Architectural Committee. Each "Site Analysis" contains the data customarily shown on a Landings lot "tree survey" and indicates the area of the lot most suitable for building with appropriate concern for existing vegetation, views, privacy and other unique features of the lot.

At the time of consummation of purchase of the lot, the purchaser shall pay to Developer such reasonable charge, not to exceed $250.00, as Developer may impose for the "Site Analysis" of such lot.

The following is added as Article 4.15:

4.15 **Required Parking Structures**. Every dwelling shall have a totally enclosed two car garage, equipped with overhead door(s) for vehicular access. A separate garage shall be deemed to be a "dwelling accessory building".

THE PROVISIONS OF THE GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS HAVE ALSO BEEN MODIFIED AND CHANGED FOR LOTS 1680-1686, PLAT 5, PHASE II, AS FOLLOWS:

Article 4.3 of the General Declaration relating to "Dwelling Quality" shall be applicable to said property with the following addition:

"The architectural style shall be 'traditional' as defined in the Architectural Guidelines for Midpoint."

Article 4.4 of the General Declaration relating to "Minimum Living Area" shall not be applicable to said property, but instead the following shall be substituted for said Article 4.4:

"4.4 **Minimum Living Area**. The minimum living area of a dwelling shall be 3,000 square feet. The maximum ground floor living area permitted shall be two-thirds of the total square feet of the living area within the dwelling unit. Living area over garages shall not be included to meet the above minimum and maximum square feet of living area requirements. Minimum capacity of any garage shall be two automobiles."

LOT 1679, PLAT 5; LOTS 1865-1918, AND 1921-1923, PLAT 8; AND LOTS 3219-3272 IN PLAT 36 ARE LOCATED IN A GEOGRAPHIC AREA CALLED "MIDPOINT" AND ARE SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS:

Article 4.3 of the General Declaration relating to "Dwelling Quality" shall be applicable to said property with the following addition:

"'Midpoint' is the name given to a specific geographical area of homes where the theme will be architectural styles, landscaping and exterior materials and colors typical of traditional homes of the South. The traditional homes of the South are defined for these purposes as including a variety of American architectural styles such as Colonial, Georgian, Federal and Tidewater/Southern Low Country, the last representing regional styles prevalent in the Chesapeake Bay area and in the coastal areas of Georgia, Virginia and the Carolinas. Architectural styles specifically excluded are French Provincial, Mediterranean (Spanish and Italian influences) and Tudor."

"Further definition of the restrictions on building in the Midpoint area are contained in the special Architectural Guidelines for Midpoint on file in the offices of The Branigar Organization, Inc; The Landings Co; The Landings Association, Inc; and the Architectural Committee, all at The Landings on Skidaway Island."

Article 4.5 of the General Declaration relating to "Location of Dwellings and Structures on Lot" shall not be applicable to said property, but instead the following shall be substituted for Article 4.5:

"4.5 **Location of Dwellings and Structures on Lot**. Side yard setbacks will be 25 feet minimum, on each side. Front and rear setbacks will be determined in accordance with the County Ordinances and the architectural review process."

THE FOLLOWING ADDITIONAL RESTRICTIONS APPLY TO "MIDPOINT" LOTS 2548-2598 IN PLAT 23; LOTS 3284-3296 IN PLAT 39; LOTS 3441-3458 IN PLAT 41 AND LOTS 3520-3565 IN PLAT 43:

Article 4.2 of the General Declaration relating to "Building Height" shall not be applicable to said property, but instead the following shall be substituted for Article 4.2:

4.2 **Building Height**. No dwelling shall be erected, altered, or placed which is more than 40 feet in height as determined according to the Architectural Guidelines. No dwelling accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by the Architectural Committee.

Article 4.3 of the General Declaration relating to "Dwelling Quality" shall be applicable to said property with the following addition:

"Midpoint" is the name given to a specific geographical area of homes where the theme will be architectural styles, landscaping and exterior materials and colors typical of traditional homes of the South. The traditional homes of the South are defined for these purposes to include a variety of Early American housing styles such as Colonial, Georgian, Federal, Greek Revival and Southern Low Country. The exterior of the home will be wood, brick, stucco, or tabby, building materials historically available to the residents of this area. Exterior colors will be the traditional hues found in the "Historic Savannah" and "Colonial Williamsburg" color classifications.

Further definition of the restrictions on building in the Midpoint area are contained in the special Architectural Guidelines for Midpoint on file with the Architectural Administrator in the Administration Building at The Landings on Skidaway Island.

Article 4.4 of the General Declaration relating to "Minimum Living Area" is deleted and the Following substituted in lieu thereof:

4.4 **Minimum Living Area**. The minimum living area of a dwelling shall be 2,700 square feet. Each dwelling shall contain a second story having a square footage of not less than one-half the square footage of the first livable story and having a minimum ceiling height of 8 feet.

Article 4.5 of the General Declaration relating to "Location of Dwelling and Structures on Lot" shall not be applicable to said property, but instead the following shall be substituted therefor:

4.5 **Location of Dwelling and Structures on Lot**. Side yard setbacks will be 25 feet minimum on each side. Front and rear setbacks will be determined in accordance with the County Ordinances and the architectural review process.

<u>IN ADDITION TO GENERAL DECLARATION OF COVENANTS AND RESTRICTIONS, LOTS 4292-4305, 4306a & b-4317a & b, AND 4318-4339 IN MARSH VIEW LANDING ARE SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS</u>

Article 2.7 of the General Declaration shall not apply and the following shall be substituted:

"2.7 **'Multi-Family Structure'** shall mean and refer to any building containing two or more Townhomes under one roof or physically joined together."

The following is added as Article 2.20:

"2.20 **'Townhome'** shall mean a completed fee simple dwelling constructed on an individual Lot."

Articles 4.1, 4.2 and 4.4 shall not apply and the following shall be substituted:

"4.1 <u>Land Use and Building Use</u>. The property is intended and shall be used for private residence purposes only. No building except as authorized elsewhere herein, shall be erected, re-erected or maintained on subject property except multi-family structures, together with dwelling accessory buildings designed for the use of the occupants of the Townhomes contained in said structures. No other dwelling, accessory building, or structures may be erected or maintained on the subject property except as shall be

approved in writing by the Architectural Committee of TLA as provided herein. No more than 60 Townhomes may be erected or maintained on the property. No more than six Townhomes may be erected or constructed within any one Marsh section building and no more than four Townhomes may be erected or constructed within any one Interior section building. 'Marsh' section and 'Interior' section shall be defined as shown on the recorded plat of the property.

"4.2 Building Height. No building shall be erected, altered or placed which is more than 37 feet in height, as measured from the finished first floor elevation thereof. No dwelling accessory building or other structure shall exceed 17 feet in height, as measured from the finished first floor elevation thereof.

"4.4 Minimum Living Area. The minimum living area of a Townhome shall be 2000 square feet except that Marsh Townhomes with two bedrooms only may be constructed with a minimum living area of 1800 square feet per Townhome."

The following is added as Article 4.15:

"4.15 Required Parking Structures. Every Townhome shall be constructed to provide for enclosed parking for at least two vehicles and one golf cart. Separate garages shall not be allowed."

Article 7 shall not apply and the following shall be substituted:

"7. Membership and Voting Rights in the Association"

"7.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or Townhome shall be a member of the Association, entitled to all rights, including the right to vote, beginning at the time general purpose annual assessment payment obligations begin. Members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit."

The following is added as Article 8.2.4:

"8.2.4 Initial Payment and First Sale of each Townhome. At the time of the settlement or closing of the initial sale of each Townhome, the Company agrees that as part of the closing charges to be paid by either the Company or the initial purchaser, the following payments shall be made to TLA in accordance with the following schedule:

"(a) As the first ten (10) Interior Townhomes are closed, a payment shall be made of Three Thousand Two Hundred ($3,200.00) Dollars per Townhome.

"(b) As the next thirteen (13) Interior Townhomes are closed, a payment shall be made of Five Thousand Five Hundred ($5,500.00) Dollars per Townhome.

"(c) As the next thirteen (13) Interior Townhomes are closed, a payment shall be made of Six Thousand Five Hundred ($6,500.00) Dollars per Townhome.

"(d) As the first eight (8) Marsh Townhomes are closed, a payment shall be made of Twelve Thousand ($12,000.00) Dollars per Townhome.

"(e) As the second eight (8) Marsh Townhomes are closed, a payment shall be made of Twenty-two Thousand ($22,000.00) per Townhome.

"(f) As the last eight (8) Marsh Townhomes are closed, a payment shall be made of $30,000.00 per Townhome.

"Due dates for the payment of all such obligations shall be at the time of the closing of that particular Townhome and upon a payment not being made within three (3) business days of a closing by the Company or the new owner, it shall then be the responsibility and obligation of the initial owner of said Townhome for payment of said obligation."

Article 8.6 shall not apply and the following is substituted:

"8.6 Date of Commencement of Annual Assessments; Due Dates. The annual general purpose assessments provided for herein shall commence on the date of the issuance of a building permit by the appropriate county or governmental office for construction of a Townhome and shall be assessed on a pro-rata basis for that calendar year. Due dates shall be set by the Board of Directors of TLA. Thereafter all obligations for payment of assessments of any kind shall be as set forth in Article 8 and sub-parts thereof of the General Declaration of Covenants and Restrictions and all valid amendments, supplementary restrictions, riders and extensions applicable to The Landings on Skidaway Island."

Article 9 shall not apply to Marsh View Landing.

IN ADDITION TO GENERAL DECLARATIONS OF COVENANTS AND RESTRICTIONS, LOTS 5001-5119 IN MOON RIVER LANDING ARE SUBJECT TO THE FOLLOWING ADDITIONAL RESTRICTIONS

Article 4.2 of the General Declaration shall not apply and the following is substituted:

"4.2 Building Height. No building shall be erected, altered or placed which is more than 30 feet in height, as measured from the lowest livable floor to the highest point of the roof line. No dwelling accessory buildings or structures shall exceed 17 feet in height unless otherwise approved in writing by the Architectural Committee. No living space shall be permitted over a garage unless the garage is located within the main body of the home."

The following is added to Article 4.3 of the General Declaration:

"Every structure constructed on a Patio Lot shall have a blank side wall (no windows, doors or view opening of any kind) which faces the four (4') foot side setback line except where such four (4') foot side setback abuts a street or buffer zone, regardless of wall height or placement on the lot. The opposite side setback shall be no less than eight (8') feet from the side property line. The front setback line shall be no less than twenty (20') from the front property line and the rear setback line shall be the greater of ten (10') feet from the rear property line or twenty-five (25') from mean high water or marsh line as determined by the State of Georgia Department of Natural Resources.

"Every structure constructed on a Single Family Lot shall have the following setbacks: The front setback line shall be no less than thirty (30') feet from the front property line. The side setback lines shall be no less than twenty (20') feet from the side property lines. The rear setback lines shall be no less than twenty-five (25') feet or as platted, whichever is greater."

Article 4.4 of the General Declaration shall not apply and the following is substituted:

"4.4 Minimum and Maximum Living Area. Required Minimums: The minimum living area (heated and/or air conditioned space) of a Patio Lot Dwelling for Lots #5024 through #5045 shall be: One Story 2,600 square feet; Two Story, 2,700 square feet; and for Lots #5102 through #5119 shall be: One Story 2,400 square feet; Two Story 2,700 square feet. The minimum living area (heated and/or air conditioned space) of a Single Family

Dwelling shall be: One Story 2,700 square feet; Two Story 3,000 square feet with at least 2,400 square feet on ground floor.

"Required Maximums: The maximum living area (heated and/or air conditioned space) of a Patio Lot Dwelling shall be: One Story 3,600 square feet, Multi-Story 3,900 square feet with the Ground Floor Area determined by Lot Coverage Guidelines and the Second Floor not to exceed footprint of ground floor."

The following is added to Article 4.5 of the General Declarations:

"The aggregate square footage of all structures, of at least eight (8") inches above finished grade, to be constructed on any Patio Lot shall not exceed forty-five (45%) percent of the Lot Area unless a greater area is allowed by the Architectural Committee of TLA. Any attached or free standing Garage is limited to 800 square feet.

"The aggregate square feet of all structures, of at least eight (8") inches above finished grade, to be constructed on any Single Family Lot shall not exceed twenty-five (25%) percent of the Lot Area under roof and five (5%) percent of the Lot Area not under roof (pools and decks)."

The following is added to Article 4 of the General Declaration:

"4.16 Required Parking Structures. Every dwelling shall have a totally enclosed garage for at least two (2) cars plus a golf cart, equipped with vehicular access doors. A separate garage shall be deemed to be a 'Dwelling accessory building'."

Article 6.7 of the General Declaration shall not apply and the following is substituted:

"6.7 Easement to Revetment. The Developer reserves, for itself, its successors and assigns, and hereby agrees to convey to TLA (a) an easement over, under and across that portion of any lot abutting the common area containing a revetment constructed under Permit issued by the U.S. Army Corps of Engineers; and (b) said easement will grant TLA the right to perform required maintenance and upkeep of such revetment and an access and work easement on and over such lot(s)."

Article 7 of the general Declaration shall not apply and the following is substituted:

"7.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit which by covenants of record is subject to assessment by the Association shall be a member of the Association, entitled to all rights beginning at the time general purpose annual assessment payment obligations begin. However, any such person or entity who holds such an interest merely as a security for the performance of an obligation shall not be a member."

"7.2 Voting Rights. Members shall be entitled to one vote for each lot or living unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot or living unit, all such persons shall be members and the vote for such lot or living unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such lot or living unit. For purposes of determining the votes allowed under this article, when living units are counted, the lot or lots upon which such living units are situated shall not be counted."

Article 8.2.4 of the General Declaration shall not apply and the following is substituted:

"8.2.4 Special Assessment for Revetment Maintenance. In addition to the annual general and special purpose assessments, the Association may levy special purpose assessments against dwelling lots abutting the common area containing a revetment constructed under Permit issued by the U.S. Army Corps of Engineers. The purpose of

such assessments shall be for required maintenance and upkeep of such revetment. Such assessments shall be made proportionately with respect to the lots abutting common areas containing such revetment and, when assessed, shall be added to the annual general purpose assessment with respect to such lots and shall be used exclusively for such stated purpose."

Article 8 is amended by adding a new section 8.2.5:

"8.2.5 Annexation Fees - Due Date. At the time of the settlement or closing of the initial sale of a lot, either improved or unimproved, the Developer agrees to pay to TLA the following amounts: (a) For each Waterfront Lot, the sum of Thirty-six Thousand ($36,000.00) Dollars per Lot, (b) For each Marsh Lot, the sum of Thirteen Thousand Eight Hundred ($13,800.00) Dollars per Lot, (c) For each Interior Lot, the sum of Seven Thousand Nine Hundred Fifty-eight ($7,958.00) Dollars per Lot.

"If any payment herein has not been paid by Developer to TLA within three (3) business days of a settlement or closing of any Lot, the payment shall be considered an assessment and TLA shall be entitled to place a lien on the land records of Chatham County and proceed to foreclosure or to bring an action against the then-owner(s) of the Lot to effect collection in accordance with Article 8, Section 8.8 of the Declaration. The obligation to pay shall be the responsibility of Developer, and if it refuses to pay, the obligation to pay shall be the personal obligation of the new owner(s).

"All Annexation Fees due and payable hereunder and totaling One Million Three Hundred Fifty-three Thousand Six Hundred ($1,353,600.00) Dollars by the Developer to TLA shall be paid no later than six (6) years from the date of the first settlement or closing date of the first Lot transferred by the Developer."

Article 8.6 of the General Declaration shall not apply and the following is substituted:

"Date of Commencement of Annual Assessments; Due Dates. The annual general purpose assessments provided for herein shall commence as of January 1 immediately following the date they are platted, or assessed and paid at the initial closing of said lot, whichever is earlier, provided that any assessment paid at closing shall be on a pro rata basis. Thereafter, the annual general purpose assessments approved for any year shall become a liability of the owner of January 1 and become due and payable on the first day of March of said year. The due date of any special assessment levied as provided in Article 8.2.2 and/or in Article 8.2.3 shall be fixed in the resolution authorizing any such assessment(s)."