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## TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Subject Matter</u>
A	Land Initially Submitted
B	Additional Property
C	By-Laws of Richmond Hill Plantation Residential Owners Association, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RICHMOND HILL PLANTATION

(RESIDENTIAL)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RICHMOND HILL PLANTATION (RESIDENTIAL) (this "Declaration") is made as of the date set forth on the signature page hereof by RICHMOND HILL DEVELOPMENT, INC., a Georgia corporation ("Declarant"), and OLDE SOUTH CONSTRUCTION, LLC, a Georgia limited liability company.

STATEMENT OF BACKGROUND

Declarant is the owner of the real property described on Exhibit A, which is attached hereto and incorporated herein by reference, or if Declarant is not the owner, such owner has consented to this Declaration. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Richmond Hill Plantation Residential Owners Association, Inc. to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the By-Laws and the Design Guidelines. Capitalized terms are defined in Article 1 below.

Declarant hereby declares that all of the property described on Exhibit A and any Additional Properties subjected to this Declaration by a Supplemental Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the title to the real property subjected to this Declaration. This Declaration, as the same may be amended or supplemented from time to time, shall be binding upon all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

This document does not and is not intended to create a condominium within the meaning of O.C.G.A. §44-3-70, *et seq.*, or a property owners' development within the meaning of O.C.G.A. §44-3-220, *et seq.*

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

ARTICLE 1: DEFINITIONS

The terms in this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Additional Property": All of that certain real property which is more particularly described on Exhibit B, which is attached and incorporated herein by this reference and which real property is subject to annexation to the terms of this Declaration in accordance with Article 7.

1.2 "ARB": The Architectural Review Board, as described in Section 9.2.

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1.3 "Area of Common Responsibility": The Common Area, together with any additional areas for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, any Cost-Sharing Agreement or other applicable covenant, contract or agreement.

1.4 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Richmond Hill Plantation Residential Owners Association, Inc. as filed with the Secretary of State of the State of Georgia, as they may be amended.

1.5 "Association": Richmond Hill Plantation Residential Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.6 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under Georgia corporate law.

1.7 "Builder": Any Person who purchases one (1) or more Lots for the purpose of constructing improvements thereon for later sale to consumers or who purchases one (1) or more parcels of land within the Properties for further subdivision, development or resale in the ordinary course of such Person's business or who enters into a construction contract with an Owner of a Lot for the construction of a residential dwelling on such Lot. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

1.8 "By-Laws": The By-Laws of Richmond Hill Plantation Residential Owners Association, Inc. attached hereto as Exhibit C, as they may be amended.

1.9 "Commercial Declaration": The Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Commercial), as recorded or to be recorded in the Public Records, as amended from time to time, governing the development, administration, maintenance and preservation of the commercial areas of the Development.

1.10 "Common Area": All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use, benefit and enjoyment of the Owners. The term also shall include any Exclusive Common Area, as defined below.

1.11 "Common Expenses": The actual and estimated expenses incurred or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.12 "Community Enhancement Fee": Fees established and levied in accordance with Section 8.11.

1.13 "Community Fund": Any entity designated by the Declarant (which may be the Declarant, a party related to Declarant or a third party) which shall receive the Community Enhancement Fee set forth herein and use such funds for the betterment of the Richmond Hill community. The Community Fund may own and/or operate the Golf Course, roads and Trail System. Nothing herein shall require the creation of the Golf Course.

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1.14 "Community-Wide Standard": The standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.

1.15 "Cost-Sharing Agreement": Any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of or within the Properties, or other third party, for the allocation of expenses for amenities or services that benefit both the Association and the owner or operator of such property.

1.16 "Cost-Sharing Declaration": Any declaration of easements and covenants to share costs, as recorded or to be recorded in the Public Records, as amended from time to time which allocates costs between certain owners of residential and non-residential property shown on the Master Plan.

1.17 "Days": Calendar days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday in the State of Georgia or the United States of America, then such time period shall be automatically extended to the close of business on the next regular business day.

1.18 "Declarant": Richmond Hill Development, Inc., a Georgia corporation or any successor, successor-in-title or assign that holds or takes title to any portion of the property described on Exhibits A or B for the purpose of development or sale, and that is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, only one (1) Person shall be entitled to exercise the rights and powers of the "Declarant" hereunder at any given time.

1.19 "Declarant Related Entity": Any Person or entity which is a parent, subsidiary or affiliate of the Declarant, and/or in which the Declarant or any parent, subsidiary or affiliate of the Declarant or any officer, director, shareholder, partner, member, manager or trustee of any of the foregoing, owns, directly or indirectly, not less than thirty-three percent (33%) of such entity. Olde South Construction, LLC is a Declarant Related Entity.

1.20 "Design Guidelines": The design, architectural and construction guidelines and application and review procedures applicable to all or any portion of the Properties promulgated and administered pursuant to Article 9.

1.21 "Development": The mixed-use community known as "Richmond Hill Plantation," consisting of 875 acres, more or less, in the City of Richmond Hill, Bryan County, Georgia, containing residential, civic and commercial uses.

1.22 "Development Period":

(a) The period of time during which the Declarant:

(i) owns (A) any property which is subject to this Declaration or the Commercial Declaration, (B) any Additional Properties, or (C) the Golf Course; or

(ii) has the unilateral right to subject Additional Properties to this Declaration pursuant to Section 7.1 or to the Commercial Declaration.

(b) The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public Records.



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1.23 "Drainage Facilities": Drainage facilities throughout the Development including, but not limited to, certain lakes, ponds, waterways, stormwater infrastructure and other facilities, that are or will be constructed or installed in accordance with the general plan for development.

1.24 "Drainage System": The master drainage plan as established in accordance with the general plan for development.

1.25 "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Lots, as more particularly described in Article 2.

1.26 "General Assessment": Assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 8.1 and 8.2.

1.27 "Golf Course": All of the real property, personal property, facilities and improvements located adjacent to or within the Properties which is or shall be used as a public golf course, including, without limitation, the golf holes, golf cart paths, golf clubhouse, golf pro shop, driving range and golf cart rental facility. The Golf Course shall not be subject to this Declaration and the Association shall have no rights concerning the operation, maintenance or regulations covering any portion of the Golf Course and its related facilities. The Golf Course may be operated as a public facility with a daily use fee or as otherwise determined in the sole discretion of the owner of such public facility. Owners shall not have any rights to the Golf Course by virtue of this Declaration. Nothing herein shall be deemed to require the existence or operation of the Golf Course.

1.28 "Governing Documents": The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, all Design Guidelines, the rules of the Association, the Cost-Sharing Declaration, all Cost-Sharing Agreements, and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

1.29 "Lot":

(a) A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include property owned by the Association or any Neighborhood Association, or property dedicated to the public, or property subject to the Commercial Declaration. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Lot.

(b) In the case of an unplatted parcel of land, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed with respect to all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph, and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.30 "Majority": Those votes, Owners, Members or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

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1.31 "Master Plan": The land use plan and development plan for the Development, as amended from time to time, which plan includes the property described on Exhibit A and all or a portion of the Additional Properties described on Exhibit B that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit B from the Master Plan bar its later annexation in accordance with Article 7.

1.32 "Member": A Person subject to membership in the Association pursuant to Section 3.1.

1.33 "Mortgage": A mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to any Lot.

1.34 "Mortgagee": A beneficiary or holder of a Mortgage.

1.35 "Neighborhood": A separately developed area within the Properties, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Lots may have common interests other than those common to all Members of the Association. For example and by way of illustration and not limitation, a grouping of single-family attached or detached dwellings may constitute a separate Neighborhood or a Neighborhood may be comprised of more than one (1) housing type with other features in common and may include noncontiguous parcels of property. Neighborhood boundaries may be established and modified as provided in Section 3.3.

1.36 "Neighborhood Assessments": Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Sections 8.1 and 8.3.

1.37 "Neighborhood Association": Any condominium association or other owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.38 "Neighborhood Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood(s).

1.39 "Owner": One (1) or more Persons who hold the record title to any Lot, including the Declarant and any Builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.40 "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.41 "Properties": The real property described on Exhibit A as such exhibit may be amended or supplemented from time to time to reflect any addition to, or removal of, property in accordance with Article 7.

1.42 "Public Records": The Clerk of the Superior Court of Bryan County, Georgia or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

1.43 "Special Assessment": Assessments levied in accordance with Section 8.5.

1.44 "Specific Assessment": Assessments levied in accordance with Section 8.6.

1.45 "Supplemental Declaration": An instrument filed in the Public Records which subjects all or a portion of the Additional Properties to this Declaration, designates Neighborhoods or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The term shall also refer to an instrument filed by the Declarant pursuant to Section 3.5 which designates Voting Groups, any declaration of covenants, conditions and restrictions and any declaration of condominium.

1.46 "Voting Delegate": Any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership. The term "Voting Delegate" shall also refer to any alternate Voting Delegate acting in the absence of a Voting Delegate.

1.47 "Voting Group": One (1) or more Members voting on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Section 3.5 of this Declaration.

## ARTICLE 2: PROPERTY RIGHTS AND CONDITIONS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, which right is appurtenant to and shall pass with the title to each Lot. Any Owner may extend the Owner's right of use and enjoyment to the members of the Owner's family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner that leases a Lot shall be deemed to have assigned all such rights to the lessee of the Lot; provided however, the Owner shall remain responsible for payment of all assessments and other charges. The rights of the Owner are subject to the following:

- (a) This Declaration and all other Governing Documents;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Association to rent, lease or reserve any portion of the Common Area to any Owner for the exclusive use of such Owner and his or her respective lessees, invitees and guests upon such conditions as may be established by the Board;
- (e) The right of the Board to suspend the right of an Owner to use any recreational and social facilities within the Common Area and Exclusive Common Area pursuant to Section 4.3;

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(f) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;

(g) The right of the Board to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any, established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The right of the Association, acting through the Board, to dedicate or transfer all or any portion of the Common Area, subject to any approval requirements set forth in the Governing Documents;

(j) The rights of certain Owners to the exclusive use, access and enjoyment of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.3; and

(k) The right of the Declarant to conduct activities and establish facilities within the Properties as provided in Article 13.

2.2 Private Streets. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to, over and across any private streets and roads within the Properties ("Private Streets"), whether or not such Private Streets are Common Area, for the purpose of ingress and egress to public rights-of-way. Any Owner may extend the right of use and enjoyment to the members of the Owner's family, lessees and social invitees, as applicable. The rights and nonexclusive easements granted herein are appurtenant to the title to each Lot, subject to:

(a) This Declaration and all other Governing Documents;

(b) The right of the Declarant, so long as the Declarant owns the Private Streets, to adopt, amend and repeal rules regulating the use and enjoyment of the Private Streets, provided that the Declarant shall not by the adoption of any rule or regulation bar access by the Owners to their Lots by means of the Private Streets;

(c) The right of the Declarant to declare a portion of the Private Streets Exclusive Common Area pursuant to Section 2.3;

(d) The right of the Declarant to dedicate all or any part of Private Streets;

(e) The right of the Declarant to mortgage, pledge or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Streets to any security instrument without obtaining the agreement of the lender to subordinate its interest in the Private Streets to the easements for the Owners contained in this Section; and

(f) The rights of the Declarant and the Association to maintain the Private Streets.

2.3 Exclusive Common Area.

(a) Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, roads, landscaped medians and cul-de-sacs, ponds, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Area is assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable.

(b) During the Development Period, any Exclusive Common Area shall be designated as such and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association or in this Declaration or any Supplemental Declaration or on the subdivision plat relating to such Common Area. Any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots or Neighborhoods during the Development Period. Following the termination of the Development Period, a portion of the Common Area may be assigned as Exclusive Common Area of particular Lots or a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon approval of the Board and the vote of Members holding a Majority of the total Class "A" votes in the Association, including, if applicable, a Majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Area is assigned, if previously assigned and within the Neighborhood(s) to which the Exclusive Common Area is to be assigned or reassigned. Any reassignment of an Exclusive Common Area shall be set forth in a Supplemental Declaration executed by the Declarant or the Board, as appropriate or shall be shown on a revised subdivision plat relating to such Exclusive Common Area.

(c) The Association may, upon approval of a Majority of the Class "A" votes within the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable use fees, which fees shall be used to offset the Neighborhood Expenses or Specific Assessments attributable to such Exclusive Common Area.

2.4 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of other real property which may or may not be subject to this Declaration.

2.5 Condemnation.

(a) The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney-in-fact for all Owners in such matters. Whenever any part of the Common Area shall be taken by or conveyed under threat of condemnation to any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance. The Board may convey Common Area under threat of condemnation only if approved by Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant. The award made for such taking or proceeds of such conveyance shall be payable to the Association.

(b) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the

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remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking, Members holding at least sixty-seven percent (67%) of the total Class "A" votes of the Association and, during the Development Period, the Declarant shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(h) regarding funds for the repair of damage or destruction shall apply.

(c) If the taking or conveyance does not involve any improvements on the Common Area or if a decision is made not to repair or restore or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine.

2.6 View Impairment. Neither the Declarant nor the Association guarantees or represents that any view from Lots over and across the Common Area, including any lake, will be preserved without impairment. The Association shall have no obligation to prune or thin trees or other landscaping and shall have the right, in its sole discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Common Area from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view from the Lot as of the date of the purchase of the Lot may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Common Area.

2.7 Trail System. The Declarant reserves for itself, its successors and assigns (including without limitation the Community Fund and the Association) the right to designate certain areas within the Properties, including the Common Area, to be used as recreational, bike, or pedestrian pathways and trails ("Trail System"). Use of the Trail System shall be governed by reasonable rules and regulations promulgated by the Association. Declarant may also grant easement rights to third parties (such as the owner or users of the Golf Course or the general public) for use of all or a portion of the Trail System. Each Owner acknowledges, understands and covenants to inform the occupants of the Owner's Lot, that the Properties may contain a Trail System and that certain inconveniences and loss of privacy may be associated with the ownership of Lots adjacent to the Trail System. The rights are subject to:

- (a) This Declaration and all other Governing Documents;
- (b) The right of the Declarant during the Development Period to adopt, amend and repeal rules regulating the use and enjoyment of the Trail System;
- (c) The right of the Declarant to declare a portion of the Trail System Exclusive Common Area pursuant to Section 2.3;
- (d) The right of the Declarant to dedicate to the Community Fund all or any part of the Trail System;
- (e) The right of the Declarant to restrict the use of the Trail System to particular uses, or to restrict access during certain times on a temporary or permanent basis; and
- (f) The rights of the Declarant, the Community Fund, and the Association to maintain the Trail System.

2.8 Golf Cart Paths. The Declarant reserves for itself, its successors and assigns (including without limitation the Community Fund and the Association) the right to designate certain areas within the Properties, to be used as golf cart paths in connection with the Golf Course ("Golf Cart Paths"). Use of the Golf Cart Paths shall be governed by rules and regulations promulgated by the operator of the Golf Course, including, without limitation, the right to restrict the use of the Golf Cart Paths to particular uses, or to restrict access during certain times on a temporary or permanent basis. It is the intent of the Declarant that Golf Cart Paths will be constructed on land owned by the owner of the Golf Course and only in limited instances may a portion, if any, encroach on Common Area. Declarant may grant easement rights to third parties (such as the operator and users of the Golf Course or the general public) for use of all or a portion of the Golf Cart Paths. Each Owner acknowledges, understands and covenants to inform the occupants of the Owner's Lot, that the Properties may contain a Golf Cart Path and that certain inconveniences and loss of privacy may be associated with the ownership of Lots adjacent to the Golf Cart Paths. Additionally, the Golf Cart Paths and the Trail System may converge in several areas and be used for both purposes. Nothing herein shall be deemed to require the existence of Golf Cart Paths at any time.

2.9 Water Features.

(a) The Declarant reserves for itself, its successors and assigns (including without limitation the Community Fund and the Association) the right to designate certain water features such as lakes, ponds and waterways within the Properties, including the Common Area, to be used and enjoyed by the Owners. The water features may form a part of the drainage facilities regulated by the Master Drainage Easement Declaration (as defined in Section 1.29). Use of water features shall be governed by reasonable rules and regulations promulgated by the Association and the Community Fund as applicable. Declarant may also grant easement rights to third parties (such as the owner or users of the Golf Course or the general public) for use of all or a portion of the water features. Each Owner acknowledges, understands and covenants to inform the occupants of the Owner's Lot, that the Properties may contain a water feature and that certain inconveniences and loss of privacy may be associated with the ownership of Lots adjacent to a water feature, which water features are an integral part of the Golf Course and will be owned as part of the Golf Course and not governed by this Declaration. Additionally, each Owner acknowledges and understands that the aforementioned water features are the primary source for water used in irrigation of the public Golf Course, and that the use of such water by the Golf Course may result in fluctuations in the water level of the water features. The Declarant, Declarant Related Entity, the owner of the Golf Course, or the Community Fund shall not be liable for any decreased water level of water features that may result from irrigation of the Golf Course. The rights to the water features are subject to:

- (i) This Declaration and all other Governing Documents;
- (ii) The right of the Declarant during the Development Period to adopt, amend and repeal rules regulating the use and enjoyment of water features;
- (iii) The right of the Declarant to declare a water feature Exclusive Common Area pursuant to Section 2.3;
- (iv) The right of the Declarant to convey to the Community Fund all or any part of water features; and

(b) The Association, the original Declarant and any successor Declarant shall not be held liable for any loss or damage by reason of use of any lake or pond within the Properties for any purpose by Owners, their invitees, licensees, and tenants. Each Owner acknowledges, understands and covenants to inform Owner's tenants and all occupants of Owner's Lot that the Association, the Board of Directors, ARB and committees, Declarant, and any successor Declarant are not insurers and that each Person using any lake or pond shall do so only in accordance with any rules adopted by the Board and applicable governmental laws, ordinances, rules and regulations. Each Person assumes all risks of personal injury, and loss or damage to property, including Lots, resulting from or associated with use of any lake or pond. In addition, the Declarant, and the Association shall not be responsible for maintaining, increasing or decreasing the water level within any other water body or removing vegetation from any other water body. Lakes, detention or retention ponds, or other wetlands in the Properties, may be designed as water management areas and are not necessarily designed as recreational or aesthetic features. Due to fluctuations in ground water elevations within the immediate area and pumping of water for irrigation of the Golf Course, the water level of lakes and waterways will rise and fall. Neither the Declarant, nor the Association has control over water elevations, shore features or treatments, landscaping or any other matters related to water features in the Properties.

2.10 Security. Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties intended to make the Properties safer. By undertaking these activities, the Association, the original Declarant, any successor Declarant shall not be considered in any way insurers or guarantors of security within the Properties, and shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, or that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is intended. No representation or warranty is made that the lighting facilities or systems (including the placement thereof) will illuminate all of the Common Areas, or that the lighting facilities or systems will be designed with safety measures in mind. Each Owner acknowledges, understands and covenants to inform Owner's tenants and all occupants of Owner's Lot that the Association, Board of Directors and committees, Declarant, and any successor Declarant are not insurers or guarantors of safety and security within the Properties and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

2.11 Restricted Access Fence and Gates. Access to all or any portion of the Properties may, at sole discretion of Declarant or the Board of Directors, be restricted by a fence and one or more gates located along the perimeter of the Properties. Vehicular access into the Properties may be restricted by electronically operated or other controlled access entry gates located at the entrances into the Properties, and pedestrian access may be restricted by pedestrian gates at other points as well. The restricted access gates may or may not be staffed, at the discretion of the Declarant or Board of Directors. Any gate staffing may be modified or eliminated at any time without notice. The use and operation of any restricted access fence and gate may be limited or eliminated from time to time by the Declarant or the Board of Directors.

2.12 Relationship with Tax-Exempt Organizations. The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive or non-exclusive easements (such as conservation easements) over the Common Area to non-profit, tax-exempt organizations for the benefit of the Properties. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Declaration a "tax-exempt organization" shall



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mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4) thereof.

2.13 Relationship with Community Fund. The Declarant may designate an entity (which may be the Declarant, a party related to Declarant or a third party) to be the Community Fund as set forth in this Declaration. The Community Fund is separate, apart and independent from the Properties and the Association. The Community Fund may be a for-profit or non-profit organization and may or may not be considered a tax exempt entity as defined above. The purpose of the Community Fund shall be to collect the Community Enhancement Fee and use such funds to improve and enhance the Richmond Hill community in its sole discretion. As a matter of example and not limitation, the Community Fund may use its funds to maintain and repair property not included in the Properties, including, without limitation, the Golf Course and Trail System. Nothing herein shall be deemed to require the construction and operation of a Golf Course. The Community Fund may also use its funds to subsidize the operator of the Golf Course in order to fund operating deficits incurred in the operation of the Golf Course.

2.14 Rezoning. No Owner or any other Person may apply or join in an application to amend, vary or modify any zoning ordinance applicable to or rezone or apply for any zoning variance or waiver as to all or any portion of the Properties without the prior written consent of Declarant. Each Person that acquires any interest in the Properties acknowledges that Richmond Hill Plantation is a master-planned community, the development of which is likely to extend over many years and agrees not to protest or challenge (a) changes in uses or density of property outside the Neighborhood in which such Person owns a Lot or (b) changes in the Master Plan relating to property outside the Neighborhood in which such Person owns a Lot. Declarant may apply for such rezoning as to any portion of the Properties owned by it at any time.

2.15 Presence and Management of Wildlife.

(a) Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas. These areas may contain wildlife, including without limitation, deer, opossums, alligators, reptiles, and snakes. Neither the Association, the Board, the original Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness nor any other loss or damage caused by the presence of wildlife, on the Properties. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of wildlife, and further acknowledges that the Association, the Board, the original Declarant or any successor Declarant have made no representations or warranties, and no Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the presence of wildlife.

(b) The Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that these practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, this includes the right to manage and control any populations of deer, feral hogs, raccoons, alligators and other wildlife through a variety of techniques, including organized hunting, shooting, trapping, relocating, sterilization, and habitat manipulation. Declarant may, in its sole discretion, commission environmental studies and reports relating to the Properties and the wildlife habitats located thereon, and may elect to follow or disregard any recommendations resulting from the studies. The Declarant may assign these management rights to the Association with the expenses of the activities to be funded by General Assessments.

### ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2(d) and in the By-Laws. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

3.2 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Each Class "A" Member shall have one (1) equal vote for each Lot in which he or she holds the interest required for membership under Section 3.1; provided however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property which is exempt from assessment under Section 8.10. Notwithstanding the above, the Owner of two (2) contiguous Lots, as shown on the final subdivision plat recorded in the Public Records, on which one (1) residential dwelling is constructed that crosses the boundary line separating Lots, shall have only one (1) vote for the two Lots. All Class "A" votes shall be cast as provided in Section 3.2(d) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member (including the right to approve or withhold approval of actions proposed under this Declaration, the By-Laws and the Articles) and the right to appoint the members of the Board of Directors, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. When the Class "B" membership is terminated, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot that Declarant owns. After termination of the Class "B" membership, the Declarant shall have a right to disapprove actions of the Board, the ARB, and committees as provided in the Declaration. The Class "B" membership shall continue until the first to occur of the following:

(i) when one hundred percent (100%) of the total number of Lots permitted by the Master Plan for the property described on Exhibits A and B have certificates of occupancy issued thereon and have been conveyed to Persons other than Declarant or Builders;

(ii) December 31, 2026; or

(iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right.

(c) Additional Classes of Membership. By Supplemental Declaration, the Declarant may create additional classes of membership for the owners of Lots within any Additional Properties made subject to this Declaration pursuant to Article 7, with rights, privileges and obligations as may be specified in the Supplemental Declaration, in recognition of the different character and intended use of the property subject to the Supplemental Declaration.

(d) Exercise of Voting Rights. If a Lot has more than one (1) Owner, the vote for the Lot shall be exercised as the co-Owners determine among themselves and notify the secretary of the Association in writing prior to the vote being taken. Absent this notification, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. If Voting Delegates have been elected pursuant to Section 3.4, the vote for each Lot owned by a Class "A" Member shall be exercised by the

Voting Delegate representing the Neighborhood of which the Lot is a part, as provided in such Section. No vote shall be exercised on behalf of any Lot if any assessment for the Lot is delinquent.

3.3 Neighborhoods.

(a) Every Lot shall be located within a Neighborhood; provided however, unless and until additional Neighborhoods are established, the Properties shall consist of one (1) Neighborhood. The Declarant, in its sole discretion, may establish Neighborhoods within the Properties by designation on Exhibit A to this Declaration, a Supplemental Declaration or a plat. During the Development Period, the Declarant may unilaterally amend this Declaration, any Supplemental Declaration or any plat from time to time to assign property to a specific Neighborhood, to re-designate Neighborhood boundaries, or to remove property from a specific Neighborhood.

(b) The Owner(s) of a Majority of the total number of Lots within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. The petition shall be in writing and shall include a survey of the entire parcel that indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Lots to be included within the proposed Neighborhoods. The petition shall be deemed granted thirty (30) Days following the filing of all required documents with the Board unless the Board of Directors denies the application in writing within the thirty (30) Day period. The Board may deny an application only upon determination that no reasonable basis exists for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association. The Owners requesting the division shall be responsible for any expenses incurred with respect to implementing a division of a Neighborhood, including but not limited to, a Supplemental Declaration or revised plat, if the application is approved.

(c) The Lots within a particular Neighborhood may be subject to additional covenants or the Lot Owners may be members of a Neighborhood Association in addition to the Association; however, a Neighborhood Association shall not be required except as required by law. Any Neighborhood that does not have a Neighborhood Association may, but shall not be obligated to, elect a Neighborhood Committee, as described in the By-Laws, to represent the interests of Owners of Lots in such Neighborhood. No Neighborhood Association or Neighborhood Committee shall be formed or otherwise established without the prior submission to and written approval of Declarant of all documents creating or establishing such Neighborhood Association or Neighborhood Committee, including without limitation, the submission of any declaration of condominium, articles of incorporation, by-laws and other organizational and governing documents.

(d) Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in the Neighborhood and, upon the affirmative vote, written consent or a combination thereof, of Owners of a Majority of the Lots within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The cost of the requested services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within the Neighborhood as a Neighborhood Assessment pursuant to Article 8 hereof.

3.4 Voting Delegates.

(a) Voting Delegates for Neighborhood Associations. For any portion of the Properties that is subject to the jurisdiction of a Neighborhood Association, the Voting Delegate and alternate Voting Delegate for that Neighborhood shall be the president and secretary of the Neighborhood Association, respectively.

(b) Election of Voting Delegates for Neighborhood. The Board in its sole discretion shall determine whether Voting Delegates shall be elected for each Neighborhood; provided, however, all Neighborhoods that are similarly situated shall be treated the same. Until the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within the Neighborhood shall be entitled to cast personally the votes attributable to their Lots on any issue requiring a vote under this Declaration, the By-Laws or the Articles. If the Board determines that Voting Delegates shall be elected, the elections and Voting Delegates shall be subject to the following procedures unless the Governing Documents for a Neighborhood provide for stricter requirements:

(i) The Board shall send notice of the election of a Voting Delegate to all Owners within the Neighborhood; provided, however, the first election of a Voting Delegate for any Neighborhood shall not be held until at least fifty percent (50%) of the Lots planned for the Neighborhood have been conveyed to Persons other than the Declarant or a Builder. After the initial election of a Voting Delegate for a Neighborhood, subsequent elections shall take place on an annual basis. Elections may take place by written ballot cast by mail or at a meeting of the Class "A" Members within each Neighborhood, as the Board determines; provided, however, upon written petition signed by Class "A" Members holding at least ten percent (10%) of the votes attributable to Lots within any Neighborhood, the election for such Neighborhood shall be held at a meeting.

(ii) The presence, in person or by proxy, of Class "A" Members representing at least ten percent (10%) of the total Class "A" votes attributable to Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting. Each Class "A" Member who owns a Lot within the Neighborhood shall be entitled to cast one (1) equal vote per Lot owned.

(iii) At each election, the Owners within each Neighborhood shall elect a Voting Delegate who shall be responsible for casting all votes attributable to Lots owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote. In addition, each Neighborhood shall elect an alternate Voting Delegate who shall be responsible for casting votes in the absence of the Voting Delegate. The candidate who receives the greatest number of votes shall be elected as Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall serve a term of one (1) year and until their successors are elected. No Person shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for that Person's Lot is delinquent.

(iv) Any Voting Delegate or alternate Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owners holding at least a Majority of the total Class "A" votes attributable to Lots in the Neighborhood which the Voting Delegate or alternate Voting Delegate represents. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Lots in such Voting Delegate's Neighborhood if any assessment for such Voting Delegate's Lot is delinquent. Upon removal of a Voting Delegate or an alternate, a successor shall be elected by the Owners of Lots within the Neighborhood to fill the vacancy for the remainder of such delegate's term.

(v) Prior to taking a vote on any issue requiring membership approval, the Association shall distribute proxies to all Members represented by Voting Delegates allowing each Member to direct in writing how the Member's vote is to be cast with respect to such issue by the Voting Delegate who represents the Member. The Voting Delegates shall be required to cast all votes for which specific proxies are returned in the manner directed in the proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing additional procedures for polling Members.

### 3.5 Voting Groups.

(a) The Declarant may designate Voting Groups consisting of one (1) or more Neighborhoods for the purpose of electing directors to the Board. The designation of Voting Groups shall be initiated to promote representation on the Board of Directors for various groups having dissimilar interests, or to minimize the possibility that the Members from similar Neighborhoods are able to elect the entire Board of Directors due to the number of Lots in the Neighborhoods, thereby excluding representation of others. Following termination of the Class "B" membership, the number of Voting Groups within the Properties shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the By-Laws. The Members within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in the By-Laws. The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" membership by filing with the Association and in the Public Records a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Lots within each Voting Group can easily be determined. This designation may be unilaterally amended from time to time by the Declarant during the Development Period.

(b) After expiration of the Declarant's right to amend any designation of Voting Groups as provided above, the Board shall have the right to file or amend any Supplemental Declaration for the purpose of designating Voting Groups. Neither recording nor amendment of the Supplemental Declaration shall constitute an amendment to this Declaration, and no consent or approval of any Person shall be required except as stated in this Section. Until such time as Voting Groups are established, all of the Properties shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any portions of the Properties which are not assigned to a specific Voting Group shall constitute a single Voting Group.

## ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 10. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

### 4.2 Personal Property and Real Property for Common Use.

(a) The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the real property described in Exhibits A or B, personal property and leasehold and other property interests. Properties conveyed to the Association by the Declarant shall be deemed accepted by the Association upon delivery of any personal property, or upon recording of the deed to real property.

Thereafter the property shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring the property to the Association. Declarant shall not be required to make any improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any body of water conveyed. Upon written request of Declarant, the Association shall re-convey to Declarant any portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines, provided that the reconveyance has no material adverse effect upon the rights of the Owners.

(b) The Association agrees that the Common Area, including all improvements thereon, shall be conveyed in its "where is, as is" condition and without recourse, and Declarant disclaims and makes no representations, warranties or other agreements express or implied with respect thereto (except any warranties of title contained in the instrument of conveyance), including without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and representations or warranties regarding the conditions, design, construction, accuracy, completeness, adequacy of the size or capacity in relation to use or the future economic performance or operations of the Common Area. No claim shall be made by the Association or any Owner relating to the condition, operation, or completeness of the Common Area, or for incidental or consequential damages arising therefrom. Declarant will transfer and assign to the Association, without recourse, all warranties that it receives from manufacturers and suppliers relating to any of the Common Area that exist and are assignable. The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any conveyance to the Association and to execute on behalf of the Association any and all documents including without limitation deeds and transfer tax declaration forms, as necessary and convenient to effectuate the conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death, dissolution or otherwise.

#### 4.3 Enforcement.

(a) Board Sanctions. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Section 3.23 of the By-Laws. In the event that any occupant, guest or invitee of an Owner or resident violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction any occupant, guest or invitee or the Owner of the Lot that the violator is occupying or visiting. In the event that any occupant, guest or invitee of an Owner or occupant violates the Governing Documents and a fine is imposed, the fine may first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. Board sanctions may include, without limitation:

- (i) imposing monetary fines which shall constitute a lien upon the Lot of the violator;
- (ii) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;
- (iii) suspending an Owner's right to vote;

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(iv) suspending any Person's right to use any recreational facilities within the Common Area (including the rights established under any Cost-Sharing Agreement) and any part of the Exclusive Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot; and

(v) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

(b) Self-Help. In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments and other charges, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy Specific Assessments to cover all costs incurred in bringing a Lot into compliance with the Governing Documents.

(c) Filing Suit. The Association may also elect to enforce any provisions of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

(d) Remedies. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including without limitation reasonable attorneys' fees and court costs, incurred in the action.

(e) Exercise by Board. The Association shall not be obligated to take action to enforce any covenant, restriction, or rule that the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any determination by the Board under this paragraph shall not be construed a waiver of the right of the Association to enforce the provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

(f) Enforcement of Laws and Ordinances by Board. The Association, by contract or other agreement, may enforce county, city, state and federal laws and ordinances, if applicable, and permit local and other governments to enforce laws and ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests and Dedication. During the Development Period, the Declarant may designate sites within the Properties for fire, police and utility facilities, public schools and parks, streets and other public or quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever

action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner of such property consents. The Declarant reserves the right, but not the obligation, to convey or dedicate a portion of the Properties to the City of Richmond Hill, Georgia, Bryan County, Georgia or such other governmental entity the Declarant determines for construction and use as by the general public. Upon dedication of a portions of the Properties, the property dedicated shall be maintained by and for the benefit, use and enjoyment of the Owners and the public.

4.6 Indemnification.

(a) The Association shall indemnify every officer, director, ARB member and committee member against all damages, liabilities and expenses, including reasonable attorneys' fees, incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Georgia law.

(b) The officers, directors, ARB members and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors, ARB members and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, ARB members or committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.7 Dedication of or Grant of Easements on Common Area. The Association may dedicate or grant easements across portions of the Common Area to the City of Richmond Hill, Bryan County, Georgia, or to any other local, state or federal governmental or quasi-governmental entity or to any public or private utility company.

4.8 Powers of the Association Relating to Neighborhood Associations. The Association may veto any action taken or contemplated by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under any Governing Document. For example, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association. If the Neighborhood Association fails to comply with such requirements within a reasonable time as specified in writing by the Association, the Association may effect such action on behalf of the Neighborhood Association and assess the Lots within such Neighborhood for any expenses incurred by the Association in taking such action. Such assessments may be collected as a Specific Assessment.

4.9 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such



services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense or a Neighborhood Expense, depending on whether the service or facility is provided to all Lots or only the Lots within a specified Neighborhood. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, garbage collection, pest control service, cable, digital, satellite or similar television service, Internet, intranet and other computer related services, security, caretaker, fire protection, utilities and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

## ARTICLE 5: MAINTENANCE

### 5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition order and repair the Area of Common Responsibility, which may include, but need not be limited to, the following:

(i) all Common Area;

(ii) all landscaping and other flora, parks, water bodies (including without limitation, any water features, lakes or ponds), structures and improvements, including any entry features, private streets, parking areas, sidewalks, bike and pedestrian pathways/trails, and swimming pools situated upon the Common Area;

(iii) all furnishings, equipment and other personal property of the Association;

(iv) any landscaping and other flora, parks, bike and pedestrian pathways/trails, sidewalks, buffers, water bodies, including without limitation, any water features, lakes or ponds, entry features, structures and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(v) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, the Master Drainage Easement Declaration, the Cost-Sharing Declaration or any Cost-Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association (including without limitation the Trail System or water features);

(vi) all water features, ponds, lakes, streams or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein and any fountains, lighting, pumps, conduits and similar equipment installed therein or used in connection therewith unless such facilities are located within the Golf Course and are maintained by the owner of the Golf Course; and

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(vii) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(b) The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(c) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members holding sixty-seven percent (67%) of the Class "A" votes in the Association and during the Development Period the Declarant agree in writing to discontinue such operation.

(d) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or a Neighborhood Association or (ii) such property is dedicated to any local, state or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(e) Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period without the written consent of the Declarant.

(f) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of or other Persons responsible for certain portions of the Area of Common Responsibility pursuant to the Governing Documents, any recorded covenants or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned or a Specific Assessment against the particular Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder. If all Lots within a Neighborhood have similar Exclusive Common Areas, the Association may cumulate such expenses and assess the costs as Neighborhood Assessments against all Lots within such Neighborhood.

(g) The Association shall maintain, repair and replace the landscaping and other flora within the front and side yards of each Lot within any Neighborhood designated in the Governing Documents to receive such services. The "front and side yard" of each Lot shall be deemed to be that portion of the Lot located between the lot boundary adjacent to the street and a line parallel with the rear of the dwelling located on such Lot, but exclusive of the dwelling itself and exclusive of any screened or fenced areas of such yard. The Association shall maintain any portion of the storm drainage system located on a Lot; provided, however, any drain located on a Lot shall be kept clear of debris by the

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Owner. All costs associated with such maintenance, repair and replacement shall be a Neighborhood Expense assessed as a Neighborhood Assessment against the Lots within the designated Neighborhood(s). The Association's obligations pursuant to this subsection shall commence as to each Lot on the later of (i) the date on which the Association is notified in writing that a certificate of occupancy has been issued for a dwelling on such Lot or (ii) the date on which such Lot has been conveyed to a Person other than a Builder.

(h) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the Community-Wide Standard, the Declarant may, upon not less than ten (10) Days notice and opportunity to cure such failure, cause such maintenance to be performed and in such event shall be entitled to reimbursement from the Association for all costs incurred.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Lot and all structures, parking areas, sprinkler and irrigation systems, landscaping and other flora and other improvements on the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. Each Owner shall also maintain the driveway and mailbox serving his or her Lot and all landscaping located in the right-of-way immediately adjacent to the Owner's Lot. Additionally, each Owner shall be responsible for keeping any storm drain(s) located upon his or her Lot clear of debris. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 8.6(a)(iii). The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry under this Section shall not constitute a trespass.

5.3 Neighborhood's Responsibility.

(a) Upon resolution of the Board of Directors, the Owners of Lots within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood and lakes or ponds within the Neighborhood, regardless of ownership or the Person performing the maintenance; provided however, all Neighborhoods which are similarly situated shall be treated the same.

(b) Any Neighborhood Association having responsibility for maintenance within a particular Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs as a Specific Assessment against all Lots within such Neighborhood as provided in Section 8.6.

5.4 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. The Association, any Owner nor any Neighborhood Association shall be liable for any damage or injury occurring on or arising out of the condition of property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves or separates any two (2) adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions; however, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.6 Cost-Sharing Agreements.

(a) The Development may include, adjacent to or in the vicinity of the Properties, certain residential, nonresidential or recreational areas (including without limitation single-family residential developments, retail, commercial or business areas) that are not subject to this Declaration, and that are neither Lots nor Common Area as defined in this Declaration. The owners of such adjacent properties ("adjacent properties") shall not be Members of the Association, shall not be entitled to vote and shall not be subject to assessment under Article 8 of this Declaration.

(b) The Association may enter into one (1) or more Cost-Sharing Agreements with the owners or operators of portions of the adjacent properties and/or homeowner or commercial associations governing such properties for the following purposes:

(i) to obligate the owners or operators of such adjacent properties to perform or to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such adjacent properties and the owners within the Properties;

(ii) to permit use of any recreational and other facilities located on the Common Areas by the owners or operators of such adjacent properties;

(iii) to permit use of any recreational and other facilities located on such adjacent properties by the Owners of all Lots or by the Owners of Lots within specified Neighborhoods;

(iv) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such adjacent properties, if any, which are used by or benefit jointly the owners or operators of such adjacent properties and the owners within the Properties; or

(v) to establish rules and regulations regarding the use of areas that benefit jointly the owners or operators of such adjacent properties and the owners within the Properties.

(c) The owners or operators of such adjacent properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost-Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such adjacent properties, such payments by the Association shall be deemed to constitute Common Expenses of the Association unless the Cost-Sharing Agreement provides otherwise. The owners or operators of the adjacent properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

## ARTICLE 6: INSURANCE AND CASUALTY LOSSES

### 6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on all public ways located within the Properties and on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6th) of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance.

(b) In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current replacement cost of all affected improvements and other insurable property or the maximum limit of coverage available, whichever is less.

(c) In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 3.3. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Lot insured upon request.

(d) Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefited Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage; however, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss resulted from the negligence or willful misconduct of one (1) or more Owners, their guests, invitees or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 8.6.

(e) The Association shall have no insurance responsibility for any portion of a Golf Course except for the bridge that crosses Sterling Creek and such other shared areas as set forth in the Cost-Sharing Declaration or any Cost-Sharing Agreement.

(f) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Savannah, Georgia area.

(g) Coverages. All Association policies shall provide for a certificate of insurance to be furnished to the Association and to each Member upon written request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

(i) All insurance coverage obtained by the Board shall meet the following criteria:

(1) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Lots within the Neighborhood and their Mortgagees, as their interests may appear;

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(3) not be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees individually;

(4) contain an inflation guard endorsement;

(5) include an agreed amount endorsement, if the policy contains a co-insurance clause; and

(6) an endorsement requiring at least thirty (30) Days prior written notice to the Association of any cancellation, substantial modification or non-renewal.

(ii) In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide the following:

(1) a waiver of subrogation as to any claims against the Association's Board, officers, employees and manager, the Owners and their tenants, servants, agents and guests;

(2) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any one (1) or more individual Owners or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(4) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(5) a cross liability provision; and

(6) a provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(h) Damage and Destruction. In the event of any insured loss covered by insurance held by the Association, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition existing prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(i) Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the Declarant decide within sixty (60) Days after the loss either (i) not to repair or reconstruct or (ii) to construct alternative improvements.

(ii) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction or both are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available; however, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in

the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(iii) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

(iv) Any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate shall be retained by and for the benefit of the Association or the Neighborhood as appropriate and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

(v) If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

#### 6.2 Owners' Insurance.

(a) By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Lot is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner thereof pursuant to Section 8.6.

(b) Each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping on or comprising his or her Lot, the Owner promptly shall proceed to repair or to reconstruct the damaged structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

(c) The requirements of this Section shall also apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property a Lot. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

#### 6.3 Limitation of Liability.

(a) Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any member of a Member's immediate household for any



injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.

(b) Each Owner, by virtue of the acceptance of title to his or her Lot and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

#### ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

##### 7.1 Annexation by Declarant.

(a) Until twenty (20) years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject all or any portion of the Additional Properties to the provisions of this Declaration. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits A or B and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

(b) Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of the Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

(c) Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Properties in any manner whatsoever.

##### 7.2 Annexation by Membership.

(a) The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members holding a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose and, during the Development Period, the written consent of the Declarant.

(b) Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Association and by the owner of the property being annexed and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period for the purpose of removing any portion of the Properties from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall execute a written consent to such withdrawal.

7.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including, without limitation, covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to or otherwise modify the terms of this Declaration as it applies to the subject property for such purposes as deemed appropriate in the Declarant's sole discretion, including but not limited to modifications to reflect the different character and intended use of such property.

7.5 Amendment. This Article shall not be amended during the Development Period without the prior written consent of Declarant.

## ARTICLE 8: FUNDING OF EXPENSES

### 8.1 Creation of Assessments.

(a) The following types of assessments are hereby created for Association expenses as the Board may specifically authorize from time to time: (i) General Assessments to fund Common Expenses for the general benefit of all Lots; (ii) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods; (iii) Special Assessments as described in Section 8.5; and (iv) Specific Assessments as described in Section 8.6. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

(b) All assessments and other charges (including Community Enhancement Fees as described in Section 8.11), together with interest, late charges, costs of collection and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment or charge is made until paid, as more particularly provided in Section 8.7. Each such assessment or charge, together with interest, late charges, costs and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance; however, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

(c) The Association shall, upon request, furnish to any Owner liable for any type of assessment or other charge a written statement signed by an Association officer or designee setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

(d) Assessments shall be paid in such manner and on such dates as the Board may establish which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to immediately be paid in full.

Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by Board resolution.

(e) No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment or leasing of such Owner's Lot or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action taken by the Association or Board.

(f) The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

## 8.2 Computation of General Assessments.

(a) At least thirty (30) Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.4. For so long as the Class "B" membership exists, Common Expenses shall not include any expenses incurred for initial development original construction, installation of infrastructure original capital improvements or other original construction costs unless approved by Members holding a Majority of the total Class "A" votes of the Association and the Class "B" Members.

(b) General Assessments shall be levied equally against all Lots subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserves. In determining the level of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year, any income expected to be generated from any Cost-Sharing Agreement, as well as the Reserve Budget of the Association (as defined in Section 8.4).

(c) At its option, the Board may include in the budget for the General Assessment, expenses the Association will incur for maintenance of entry features or other expenses, which, although attributable to particular Neighborhoods, are similar in nature and amount among the Neighborhoods. The base amount common to all Neighborhoods shall be paid as a General Assessment, with expenses in excess of the base amount, if any, to be paid as a Neighborhood Expense and funded through a Neighborhood Assessment.

(d) During the Development Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy or contributions of services and materials, which may be treated as either a contribution or an advance against future sums due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years unless otherwise provided in a written agreement between the Association and the Declarant.

(e) The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) Days prior to the beginning

of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after the date of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

(f) If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. In such event or if the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

### 8.3 Computation of Neighborhood Assessments.

(a) At least thirty (30) Days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood for which such Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of Owners in accordance with Section 3.3, any additional costs shall be added to such budget. In addition, any excess expenses over and above the base amount for similar Neighborhood expenses paid through the General Assessment shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and levied as a Neighborhood Assessment.

(b) The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Lot in the Neighborhood at least thirty (30) Days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by Owners of a Majority of the Lots in the Neighborhood to which the Neighborhood Assessment applies and, during the Development Period, the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in such Neighborhood. This right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

(c) If the Owners within any Neighborhood disapprove any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board fails for any reason to determine a Neighborhood

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budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

(d) All amounts which the Association collects as Neighborhood Assessments shall be expended solely for the benefit of the Neighborhood for which they were collected and shall be accounted for separately from the Association's general funds.

8.4 Reserve Budget. The Board may, in its sole discretion, annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the general and Neighborhood budgets reserve amounts sufficient to meet the projected needs of the Association.

8.5 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting by Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to Lots which will be subject to such Special Assessment and, during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after the date of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.6 Specific Assessments.

(a) The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(i) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection, pest control service, cable, digital, satellite or similar television service, internet, intranet and other computer related services, security, caretaker, fire protection, utilities and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(ii) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots; and

(iii) to cover all costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees or guests.

(b) Fines levied by the Association pursuant to Section 4.3 shall constitute Specific Assessments.

(c) Community Enhancement Fees as set forth in Section 8.11(c) shall constitute Specific Assessments.

(d) The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents; provided however, the Board shall give prior written notice to the Owners of Lots in the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

8.7 Liens.

(a) The Association shall have a lien against each Lot to secure payment of assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as the Board may establish (subject to the limitations of Georgia law), costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior and (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment and judicial or nonjudicial foreclosure.

(b) The Declarant or the Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Lot owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

(c) The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall remain the personal obligation of the owner of the Lot prior to the foreclosure and, unless and until collected from such prior owner, shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.8, including such acquirer, its successors and assigns.

(d) All other Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.8 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date which the Lot is conveyed to a Person other the Declarant or a Declarant Related Entity, or the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot and shall be due and payable at closing or, with respect to Builders, upon demand of the Association.

8.9 Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release

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of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.10 Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1;

(b) Any property dedicated or otherwise conveyed to and accepted by any governmental authority or public utility;

(c) Any property that is owned by a charitable nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open space for public benefit and held by such agency or organization for such recreational and open space purposes; and

(d) Properties owned by any Neighborhood Association or by the members of a Neighborhood Association as tenants-in-common for the common use and enjoyment of all members within the Neighborhood.

8.11 Community Enhancement Fee. Upon acquisition of record title to a Lot by (i) the initial Owner (including a Builder) other than the Declarant or a Declarant-Related Entity and (ii) all subsequent Owners other than the Declarant or a Declarant-Related Entity, the Owner obtaining title to the Lot shall pay a community enhancement fee (the "Community Enhancement Fee") to the Community Fund in the amount as set forth below. The Community Enhancement Fee may be used by the Community Fund for the betterment of the Richmond Hill community in its sole discretion, including, without limitation, (i) maintenance or repair of improvements in or in the vicinity of the Properties, such as the Golf Course, roads, or a Trail System, (ii) subsidy of funding deficits incurred by the operator of the Golf Course, and (iii) landscaping within or in the vicinity of the Properties, including the Golf Course, roads, or Trail System. The Community Enhancement Fee shall also be subject to the following:

(a) Until such time as the Declarant records an amendment to this Declaration adjusting the amount or cap of the Community Enhancement Fee, which amendment may be executed and recorded unilaterally by the Declarant, the amount of the Community Enhancement Fee shall be equal to three-quarters of one percent (3/4%) of the total purchase price of such Lot; provided, however that the amount of such Community Enhancement Fee shall not exceed Four Thousand Dollars (\$4,000.00).

(b) The Community Enhancement Fee shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of any fee or assessment.

(c) The Community Enhancement Fee shall be paid by the transferee of a Lot at the closing of the transfer of a Lot and disbursed to the Community Fund at such closing. In the event the Community Fund has not been designated by the Declarant at the time of such closing, then Declarant shall receive the Community Enhancement Fee at closing and hold such funds in trust until the establishment or designation of the Community Fund. In the event of non-payment of the Community Enhancement Fee by or on behalf of a transferee, the amount due shall bear interest and shall be collectible by the Association as a Specific Assessment as set forth in Section 8.6. Upon collection of such funds by the Association, the Association shall disburse such funds to the Community Fund less the cost of collection.

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(d) The Community Fund or Association may require the purchasing or selling Owner to provide reasonable written proof of the applicable sale price, such as executed closing statements, contracts of sale, copies of deed or other such evidence as deemed reasonable in the discretion of the Association or Community Fund.

(e) The Community Enhancement Fee shall not be due and payable for the following transactions (the "Excepted Transactions"):

(i) the transfer of any Lot, or portion thereof, to Declarant or a Declarant-Related Entity;

(ii) the transfer of a Lot, or portion thereof, to the spouse of an Owner or to a direct lineal descendant of the Owner;

(iii) the transfer of a Lot, or portion thereof, to a trust whose beneficiaries are solely the spouse and direct lineal descendants of the Owner;

(iv) the transfer of a Lot, or portion thereof, to an entity in which the Owner owns, directly or indirectly, not less than 50.1% of the ownership interests in such entity;

(v) the transfer of a Lot, or portion thereof, to an entity that owns, directly or indirectly, not less than 50.1% of the ownership interests in Owner;

(vi) a Mortgagee acquiring title to a Lot, or portion thereof, pursuant to a foreclosure action;

(vii) a Mortgagee acquiring title to a Lot, or portion thereof, pursuant to a conveyance in lieu of foreclosure;

(viii) any transfer for which the Declarant, in its sole discretion, waives in writing the Community Enhancement Fee; or

(ix) any transfer for which the Community Fund, in its sole discretion, waives in writing the Community Enhancement Fee.

(f) Except for the Excepted Transactions set forth in subsection 8.11(e) above (for which no notice shall be required), the transferring Owner shall give the Association and the Community Fund at least thirty (30) days' prior written notice of any transfer which is an Excepted Transaction with sufficient documentation to establish that the transfer is an Excepted Transaction. If the transfer of a Lot, or portion thereof, is deemed in that particular instance to be an Excepted Transaction, the subsequent transfer of that Lot, or portion thereof, shall again be subject to the community enhancement fee unless such subsequent transfer independently qualifies as a separate Excepted Transaction in accordance with this Section.

8.12 Contributions by Declarant.

(a) In accordance with Section 8.2, the Declarant may support the Association by funding operating deficits during the Development Period. At the sole election of Declarant, Declarant may recoup from the Association all such payments, which amounts may be paid from the operating account of the Association or from the working capital contributions collected at the sale of Lots, but not from capital reserves. Regardless of whether the Declarant recoups any other deficit amounts, it is not the



intention of the Declarant to forfeit refundable reserves or deposits paid by Declarant, nor to pay for deficits created by the nonpayment of assessments by other Owners. It is also not the intention of Declarant to pay for expenses which are otherwise covered in the annual budget of the Association, but which, due to the requirement of an advance payment, create temporary or seasonal deficits. Accordingly, Declarant shall be reimbursed for all amounts paid by Declarant in the funding of deficits caused by the nonpayment of assessments by Owners which, if not sooner paid, shall be paid to Declarant at the time the unpaid assessment is collected. In addition, if not sooner paid, Declarant shall be reimbursed for any refundable deposit upon the Association's receipt of the same.

(b) All deficits shall be collectible by Declarant at any time from the working capital contributions or from excess funds not designated for capital reserves. The Declarant shall have the right to pursue the collection of any unpaid assessments on behalf of the Association, as well as the right to act on behalf of the Association (if necessary) in obtaining refunds of all deposits paid for by Declarant. The Board of Directors, specifically including members of the Board appointed by the Declarant, shall be authorized to execute a promissory note or notes on behalf of the Association to evidence the repayment obligation of the Association; provided however, the failure to execute such a note shall in no way diminish such obligation.

#### ARTICLE 9: ARCHITECTURAL STANDARDS

##### 9.1 General.

(a) No exterior structure or improvement, as described in Section 9.5, shall be placed, erected, installed or made upon any Lot or any other portion of the Properties except in compliance with this Article and with the prior written approval of the appropriate reviewing body under Section 9.2, unless exempted from the application and approval requirements pursuant to Section 9.2(c).

(b) All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer, unless otherwise approved by the ARB in its sole discretion.

(c) This Article shall not apply to the activities of the Declarant, to improvements to the Common Area by or on behalf of the Association, or to improvements to the Golf Course made by or on behalf of the owner of the Golf Course. This Article may not be amended during the Development Period without the Declarant's written consent.

##### 9.2 Architectural Review.

(a) Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties acknowledges that, as the developer of the Properties, Declarant has a substantial interest in ensuring that all structures and improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Properties or the Additional Properties. Therefore, the Declarant may, on its behalf, establish an ARB to be responsible for administration of the Design Guidelines and review of all applications for construction and modifications under this Article. In addition, the Board may establish the MC as set forth below. The ARB and the MC are sometimes herein collectively referred to as the "reviewing bodies". The reviewing bodies shall consist of one (1) or more Persons who may, but are not required to, be Members of the Association or representatives of Members and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB. The reviewing bodies may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of

any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. In addition, the reviewing bodies may require deposits while construction is pending on any Lot to ensure completion without damage to the Properties.

(b) Architectural Review Board. The ARB shall have exclusive jurisdiction over all construction on any portion of the Properties. Until one hundred percent (100%) of the Properties have been developed and conveyed to Owners other than Builders and the Declarant and initial construction on each Lot has been completed in accordance with the Design Guidelines, the Declarant retains the right to appoint all members of the ARB who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARB, who shall thereafter serve and may be removed in the Board's discretion.

(c) Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC"), the members of which shall be appointed by and serve at the discretion of the Board. If established, the MC shall have jurisdiction over modifications, additions or alterations of Lots, including existing structures and landscaping, after completion of initial construction on the Lot. The MC may delegate its authority as to a particular Neighborhood to the Neighborhood Association, if any, so long as the MC has determined that such Neighborhood Association has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. The ARB shall have the right to veto any action taken by the MC or a Neighborhood Association which the ARB determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the ARB. Upon expiration of the Declarant's right to appoint the members of the ARB, the MC may be eliminated and its duties assumed by the ARB.

### 9.3 Guidelines and Procedures.

#### (a) Design Guidelines.

(i) The Declarant shall prepare the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one (1) portion of the Properties to another depending upon the location, unique characteristics and intended use. By way of illustration but not limitation, the Design Guidelines may impose stricter requirements on those portions of the Properties adjacent to or visible from the Golf Course, or from any lake, pond, river, stream or other water body. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the reviewing bodies in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the reviewing bodies and compliance with the Design Guidelines does not guarantee approval of any application.

(ii) The ARB shall adopt the Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only. There shall be no limitation on the scope of amendments to the Design Guidelines except that no amendment shall require the modification or removal of any structure previously approved once the approved construction or modification has commenced. The ARB is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

(iii) The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(ii) Subsequent to the approval of plans and specifications pursuant to this Article, if the Owner shall become delinquent in the payment of assessments or other charges permitted by this Declaration at any time during the prosecution of the approved work, the Owner shall be deemed to be in violation of such approval and shall be subject to any means of enforcement set forth in Section 9.10 and Section 4.3.

9.4 Architect, Builder and General Contractor Approval.

(a) In order to ensure that appropriate standards of construction are maintained throughout the Properties, all architects, Builders and general contractors must be approved by the ARB prior to engaging in any construction activities within the Properties. The ARB may implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of any plans may be withheld until such time as the Owner's architect, Builder or contractor has been approved by the ARB. Approval of an architect, Builder or general contractor may be conditioned upon an agreement with the ARB to maintain certain insurance coverages required by the ARB, pay construction deposits to ensure completion of a project without damage to the Properties and pay fees determined by the ARB, from time to time. Both the criteria and the application form are subject to change in the sole discretion of the ARB. This Section shall be subject to any means of enforcement set forth in Section 9.10 and Section 4.3.

(b) Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the ARB or the Declarant, nor a guarantee or endorsement of the work of such architect, Builder or contractor. The criteria and requirements established by the ARB for approval of architects, Builders and contractors are solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder or contractor. Owner's selection of an architect, Builder or contractor shall not be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the ARB or the Declarant.

9.5 Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but not limited to, staking, clearing, excavation, grading and other site work; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of hardscape, such as driveways, walkways or parking areas; mailboxes; basketball hoops; swing sets and similar sports and play equipment; clotheslines; garbage cans; wood piles; swimming pools; gazebos or playhouses; window air-conditioning units or fans; hot tubs; wells; solar panels; hedges, walls, dog runs, animal pens of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated and the reviewing body shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body. The ARB may, but is not required to, adopt additional specific guidelines as part of the Design Guidelines.

(i) Fences. No fence of any kind shall be erected by an Owner or occupant within any portion of the Properties, including the Owner's or occupant's Lot, the Common Area, or any

other Lot, without the prior consent of the appropriate reviewing body. If permitted, fences shall be installed only in compliance with the Design Guidelines.

(ii) Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the appropriate reviewing body, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Lot, any structure or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion). This provision shall not apply to entry, directional or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties.

(iii) Tree Removal. No trees that are more than six (6) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the appropriate reviewing body; provided however, any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a sidewalk, a residence or a driveway or any diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the appropriate reviewing body. The appropriate reviewing body may adopt or impose requirements for or condition approval of, tree removal upon the replacement of any tree removed.

(iv) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Lot; (2) one approved decorative post light; (3) pathway lighting; (4) street lights in conformity with an established street lighting program for the Properties; (5) seasonal decorative lights during the usual and common season; (6) front house illumination of model homes; or (7) any additional lighting as may be approved by the appropriate reviewing body. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

(v) Temporary or Detached Structures. Except as may be permitted by the ARB during initial construction or the MC thereafter, no temporary house, dwelling, garage or outbuilding shall be placed or erected on any Lot. Except as provided in Section 10.7(b), no mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling.

(vi) Accessory Structures. With the approval of the ARB, detached accessory structures may be placed on a Lot to be used for a playhouse, tool shed, dog house, garage or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. With the exception of a garage that is attached to a dwelling and except as may be provided otherwise by the ARB, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot or in a location approved by the ARB. All accessory structures shall be located within side and rear setback lines as may be required by the ARB or by applicable zoning law.

(vii) Antennas and Satellite Dishes. No transmission antenna, except for customer-end antennas that receive and transmit fixed wireless signals, may be erected anywhere on the Properties without written approval of the ARB. No direct broadcast satellite ("DBS") antenna or multi-channel multi-point distribution service ("MMDS") larger than one meter (39.37") in diameter shall be placed, allowed or maintained upon any portion of the Properties, including but limited to any Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may be

installed only in accordance with Federal Communication Commission ("FCC") rules and any requirements of the ARB and the Association that are consistent with the rules of the FCC, as they may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as otherwise provided by this subsection, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Properties, whether attached to a structure or otherwise; provided, however, the Association shall have the right to erect, construct and maintain such devices.

(viii) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(ix) Standard Mailboxes. All dwellings within the Properties shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the ARB. The ARB may adopt different standard mailboxes for each Neighborhood. By accepting a deed to a Lot, each Owner agrees that the ARB may remove any unapproved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Lot and all claims for damages caused by the ARB are waived.

(x) Dog Houses. No dog house, cage, pen or other similar exterior structure shall be permitted on the Properties.

9.6 Construction Period. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one (1) year after issuance of a building permit, unless extended by the ARB in its sole discretion. All other construction shall be completed within the time limits established by the appropriate reviewing body at the time the project is approved by the reviewing body. Completion of a structure shall mean that a certificate of occupancy has been issued for a dwelling on the Lot by the appropriate jurisdiction.

9.7 No Waiver of Future Approvals. Approval of proposals, plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval.

9.8 Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with rules and regulations adopted by the ARB. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

9.9 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Declarant, Association, Board, ARB nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring

compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to neighboring property owners. The Declarant, Association, Board, ARB or MC or any committee or member of any of the foregoing shall not be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.10 Enforcement.

(a) The Declarant, any member of the ARB, the MC or the Board or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written notice from the ARB or MC, Owners shall, at their own cost and expense, cure any violation or nonconformance or remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to cure or remove and restore the property as required, any authorized agent of Declarant, the ARB, MC or the Board shall have the right to enter the property, cure or remove the violation and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant, the ARB and the MC by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment pursuant to Section 8.6.

(b) Unless otherwise specified in writing by the reviewing body granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If, after commencement, any Person fails to diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to Section 8.6.

(c) The ARE, MC, Association and Declarant shall each have the right to issue "Stop Work Orders", which orders may prohibit any architectural change, construction, addition, alteration, change, installation or other work that is visible or audible from outside a dwelling or causes an increase in traffic flow within Richmond Hill Plantation from being performed by an Owner or Builder within all or any portion of the Properties. Such "Stop Work Orders" shall be set forth in writing and state that portion of Richmond Hill Plantation subject to the "Stop Work Order", the scope of the prohibited activities and the stop and start dates for such "Stop Work Order".

(d) Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

(e) In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB and MC.

(f) The ARB, MC or any member of the foregoing, the Association, Declarant or their members, officers or directors shall not be held liable to any Person for exercising the rights granted by this Article.

## ARTICLE 10: USE RESTRICTIONS

10.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. The Properties shall be used only for residential, recreational and related purposes (which may include, without limitation, model homes, sales offices for Declarant or Builders, an information center or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits A or B, offices for any property manager retained by the Association, business offices for the Declarant or the Association and related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting by Members holding a Majority of the total Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant.

10.3 Occupants Bound. All provisions of the Declaration, By-Laws, any rules and regulations, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned.

10.4 Leasing. Lots may only be leased for residential purposes. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Governing Documents. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

### 10.5 Residential Use.

(a) Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound or smell from outside the Lot; (ii) the activity conforms to all zoning requirements for the Properties; (iii) the activity does not involve regular visitation of the Lot by clients, customers, employees, suppliers or other invitees or door-to-door solicitation of residents of the Properties; (iv) the activity does not increase traffic or include frequent deliveries within the Properties; and (v) the activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

(b) No other business, trade or similar activity shall be conducted upon a Lot without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit or (iii) a license is required.

(c) The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties, including the operation of a timeshare or similar program. No garage sale, moving sale, rummage sale, auction or similar activity shall be conducted upon a Lot without the prior written consent of the Board and compliance with any rules adopted by the Board.

(d) No Lot may be used as a rooming house, hotel, or for timeshare, except as may be established by Declarant. The term "timeshare" shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess all or any portion of a Lot rotates among various Persons on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time of thirty (30) consecutive calendar days or less, or which right to use, occupy or possess all or any portion of a Unit is otherwise shared among various Persons pursuant to a reservation system.

10.6 Occupancy of Unfinished Dwellings. No dwelling erected upon any Lot shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed.

10.7 Vehicles.

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or in the driveways, if any, serving the Lots unless otherwise approved by the ARB; provided however, the Declarant or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties.

(b) Recreational vehicles shall be parked only in the garages, if any, serving the Lots. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, "jet skis" or other watercraft, trailers, other towed vehicles, trucks with camper tops, motorcycles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties.

(c) Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties.

(d) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Governing Documents.

10.8 Private Streets. Any Private Streets shall be subject to the provisions of this Declaration regarding use of Common Area. Additionally, Owners of Lots and other permitted users of the Private Streets pursuant to Section 2.2 shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the Private Streets by other authorized users of the Private Streets. Prohibited activities shall include without limitation obstruction of any of the Private Streets.



10.9 Trail System. Use of the Trail System as described in Section 2.7 shall be subject to the provisions of this Declaration regarding use of Common Area. Permitted users of the Trail System shall be obligated to refrain from any actions that would deter from or interfere with the use and enjoyment of the Trail System by other authorized users of the Trail System. Prohibited activities shall include without limitation obstruction of any of the Trail System. Furthermore, each Owner hereby assumes the risks of owning property adjacent to the Trail System and forever waives and relinquishes and agrees not to institute any action or suit at law or in equity nor to institute or prosecute, any claim, demand, or compensation against Richmond Hill Development, Inc; the Declarant; the Association or its Members (in their capacity as such); the owner of the Golf Course or their successors, successors-in-title or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member or manager of any partner of the foregoing for or on account of any damages, loss or injury either to person or property or both, resulting directly or indirectly from the design, construction, operation, maintenance or use of the Trail System. Each Owner hereby agrees to take any necessary steps to maintain adequate hazard and other insurance policies to protect such Owner and such Owner's family, guests, invitees, agents and employees against all such risks associated with the Trail System. Each Owner hereby agrees to indemnify and hold harmless all of the above-named Persons against any and all claims by such Owner's family, guests and invitees.

10.10 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without the prior written consent of the Association. With the prior written approval of the Board of Directors and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Area for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Area as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their guests, occupants and family, all risks associated with the use of the Common Area and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

10.11 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred or maintained for commercial purposes. All permitted pets shall be reasonably controlled by the owner whenever outside a dwelling and shall be kept in such a manner as to not become a nuisance by barking or other acts. No pets may be maintained outside overnight; all pets shall be housed within the living area of the residential dwelling at night. No pets shall be attached to any structure, tree or otherwise restrained by a rope or chain. No pets shall be left unattended on the Common Areas. The owners of the pet shall be responsible for all of the pet's actions, and shall promptly remove all pet waste and properly dispose of it. Pets shall not be permitted in any lake, pond or other water body. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, such animal shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3. This provision shall not be construed to interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local law ordinance or regulation. Service animals in active use shall be permitted on the Properties.

10.12 Clotheslines. No clothesline or similar device shall be permitted outside of a dwelling. Clothesline within a dwelling shall be concealed from view from outside of the dwelling. In the event of a dispute as to whether a device is a "Clothesline" as used herein, the determination of the ARB shall be controlling.

10.13 Nuisance.

(a) It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might, in the sole discretion of the Board, disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property.

(b) No noxious or offensive activity shall be conducted within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Properties. No plants, animals, devices or things of any sort the activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties may be kept or maintained within the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ARB, shall be located, installed or maintained upon the exterior of any Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to shut off automatically. The Association may adopt rules and regulations prohibiting or restricting use on Sundays of outdoor equipment that creates loud noise, such as saws, mowers and blowers.

(c) The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.14 Storage of Materials, Garbage and Dumping.

(a) All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers or other potentially hazardous or toxic substances in any pond, lake, drainage ditch or stream within the Properties or on any Common Area, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff.

(b) Each Owner shall maintain his or her Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash or debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Lot shall be subject to such conditions, rules and regulations as may be set forth in the Design Guidelines. Each Owner shall keep roadways, easements, swales and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Any Lot on which construction is in progress may be policed prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. In addition, Owners shall remove trash and debris from the Lot upon reasonable notice by Declarant in preparation for special events.

(c) Re-use of wood chips and construction materials (such as ground sheetrock, concrete and brick or stone) on Lots shall be subject to strict regulation by the Declarant and the ARB,

and may require posting of a bond by the contractor prior to approval of this practice, at the discretion of the Declarant and the ARB.

10.15 Combustible Liquid. There shall be no storage of gasoline, kerosene, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and operation of lawn mowers, grills and similar tools or equipment and except as may be approved in writing by the ARB. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.16 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "BB" guns, pellet guns and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

10.17 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed after a subdivision plat including such Lot has been approved and filed in the Public Records without the Declarant's prior written consent during the Development Period and the prior written consent of the ARB thereafter. In addition, no home shall be subdivided or partitioned to create housing for more than a single family. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots which it owns. Any such division, boundary line change or replating shall not be in violation of the applicable subdivision and zoning regulations, if any.

10.18 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped, improved and maintained so as to permit safe sight across such areas. No fence, wall, hedge or shrub shall be placed or permitted to remain where it would cause a traffic or sight problem.

10.19 Drainage and Grading

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No improvements, obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

(b) Each Owner shall be responsible for maintaining all drainage areas located on his or her Lot. Required maintenance shall include, but not be limited to, maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and drainage areas.

(c) Each Owner shall be responsible for controlling the natural and man-made water flow from his or her Lot. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Properties or the Golf Course with excessive water flow from his or her Lot. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from Lots. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Lot.

(d) Use of any areas designated as "drainage easement areas" on any recorded subdivision plat of the Properties, shall be subject to strict prohibitions against encroachment of structures into, over or across the drainage easement areas and the right of the Declarant to enter upon and maintain the drainage easement areas. Such maintenance activities may include disturbance of landscaping pursuant to the terms contained in any declaration of easements, notwithstanding approval of the landscaping as set forth in Article 9.

(e) No Person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. The exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

(f) All Persons shall comply with any and all applicable erosion control ordinances and regulations in construction of improvements on any Lot and in conducting any activity within non-disturbance buffer zones.

(g) All Persons shall comply with any and all applicable state or county ground disturbance laws, including, but not limited to Chapter 9 of Title 25 of the Official Code of Georgia Annotated specifically O.C.G.A. §25-9-6 also referred to as the "Call-Before-You-Dig" law.

10.20 Irrigation. Owners shall not install irrigation systems which draw upon ground or surface waters nor from any lakes, ponds or other body of water within the Properties; however, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility or the Golf Course.

10.21 Streams. No streams which run across any Lot may be dammed or the water therefrom impounded, diverted or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11.

10.22 Water Features. All lakes, ponds, streams and other water features within the Properties, shall be used only in accordance with the rules and regulations adopted by the Board. Swimming, boating, fishing and other active uses of lakes, ponds or other water bodies within the Properties shall be prohibited. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or other water features within the Properties. Except as designated by the Declarant, no trails or pathways shall be established along the perimeter of any lake or pond.

10.23 Wetlands. All areas designated on a recorded plat as "wetlands" generally shall be left in a natural state and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property and approved by all appropriate regulatory bodies. Prior to any alteration of a Lot, the Owner shall determine if any portion thereof meets the requirements for designation as a regulatory wetland. If approved, the Association may maintain permitted facilities, such as boardwalks over, around and in such wetlands. Notwithstanding anything contained in this Section, the Declarant, the Association and the successors, assigns, affiliates and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

10.24 Golf Course Areas. Owners, as well as their families, tenants, guests, invitees and pets, shall refrain from any actions which would distract from the playing qualities of any golf course, including, but not limited to, the Golf Course, adjacent to the Properties. Such prohibited activities shall include, but not be limited to, burning materials where the smoke will cross any portion of the Golf Course; maintenance of dogs or other pets under conditions which interfere with the Golf Course play due to their loud barking or other actions; playing of loud radios, televisions, stereos or musical instruments; running, bicycling, skateboarding, walking or trespassing in any way on the Golf Course, picking up balls or similar interference with play or growing or permitting to grow varieties of grass or other vegetation which the owner and/or operator of the Golf Course determines to be inimical to the Golf Course grasses or vegetation. In addition, no Person shall, by virtue of this Declaration, have any right to prune or

otherwise alter any landscaping located on any portion of the Golf Course or use any portion of any golf cart path system, including any portion thereof which may be situated upon Common Area, without the prior written approval of the owner and/or operator of such Golf Course. This covenant is for the benefit of the Golf Course, and the owner thereof and persons playing golf on the Golf Courses and shall be enforceable by the owner and/or operator of the Golf Course.

10.25 Conservation Area. All portions of the Properties subject to any conservation easements shall be known as "conservation areas" and generally shall be left in their natural state. Any proposed alteration of a conservation area, including the removal of fallen limbs, dead trees or other natural debris, shall require the written consent of the ARB and during the Development Period, the written consent of the Declarant.

10.26 Erosion Control Requirements. All Persons shall comply with any and all applicable erosion control ordinances and regulations in construction of improvements on any Lot and in conducting any activity within non-disturbance buffer zones. If Declarant prepares an Erosion, Sedimentation and Pollutant Control Plan ("Plan") for the Properties or any portion thereof, upon approval of the Plan by the Georgia Environmental Protection Division ("EPD") and the granting to Declarant of a construction stormwater discharge coverage under an NPDES General Permit (the "General Permit"), each Builder will be an "operator" of a "facility" or "activity" upon the Builder's Lot(s) subject to the regulation under the General Permit. Prior to commencing any land disturbing activities upon Builder's Lot(s), each Builder shall execute and submit to EPD a notice of intent (NOI) with respect to Builder's Lot(s), together with any fees levied by the EPD associated therewith, for coverage as a secondary permittee under the General Permit. If Declarant submits to EPD a Notice of Termination in accordance with the General Permit prior to completion of construction activities at any of Builder's Lot(s), Builder shall execute and submit to EPD a NOI with respect to Builder's Lot(s), together with any fees levied by the EPD associated therewith, as a tertiary permittee for coverage under the General Permit. Execution of a NOI with respect to Builder's Lot(s) evidences Builder(s) legal obligation to comply. Builder shall at all times operate in full compliance with the terms of the Plan and the General Permit, as well as all other stormwater pollution and erosion and sedimentation control requirements imposed by this Declaration, by Declarant in contractual agreements with Builder, or by any applicable federal, state or local laws ("Erosion Control Requirements") as applicable to Builder's Lots. A Builder's coverage as a Secondary Permittee or Tertiary Permittee (as applicable) under the General Permit will not be terminated or impaired or become terminable at any time while Builder is undertaking land disturbance or construction activities at any of Builder's Lot(s) within the Properties. Builder shall be responsible for Builder's costs for compliance with the General Permit, the Plan, and Erosion Control Requirements, and shall indemnify, protect and hold Declarant and the Association harmless from all damages, losses, liabilities, expenses, and costs, including, but not limited to, fees, costs of investigation and remediation, attorneys' fees, third party claims, and governmental fines arising out of or related to any activity by Builder or Builder's officers, directors, employees, subcontractors, agents, or assigns that results in an issuing authority citing Declarant, the Association or Builder for noncompliance with the General Permit, the Plan, or any Erosion Control Requirements, or to an enforcement action or investigation by a governmental authority or a claim by a third party with respect to stormwater discharges from any of Builder's Lot(s).

## ARTICLE 11: EASEMENTS

Declarant reserves, creates, establishes, promulgates and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners and the owners of the Golf Course and their successors-in-title (which may include a governmental entity).

11.1 Easements of Encroachment. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between adjacent Lots, between each Lot and any adjacent Common Area, between Common Area and the Golf Course and between each Lot and the Golf Course due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary; however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, Etc.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself during the Development Period, for the Association and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over and under all of the Properties (but not through a structure, existing or proposed) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital or similar television systems, master television antenna systems and other devices for sending or receiving data or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas and electricity systems, lines and meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Properties, as necessary, to exercise the easements described above.

(b) Declarant may assign to the local water supplier, sewer service provider, electric company, telephone company, natural gas supplier, Internet service provider, cable television/satellite service provider or any utility sub-metering company, the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, meters and boxes, as applicable.

(c) Declarant reserves, creates, establishes, promulgates and declares for itself during the Development Period and its designees non-exclusive, perpetual, reciprocal, appurtenant easements and the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits A or B.

(d) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall be promptly repaired by and at the expense of the Person exercising the easement. Nothing contained herein shall obligate the Declarant, the Association or the Board to pursue legal recourse against any Person damaging a Lot or any portion thereof as a result of the exercise of this easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(e) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding or intending to hold an interest in the Properties or at any other time (i) to release all or any portion of the Properties from the burden, effect and encumbrance of any of the easements granted or reserved under this Section or (ii) to define the limits of any such easements.

11.3 Drainage Easements. Declarant hereby grants, reserves and declares for itself, the owner and/or operator of the Golf Course, and the benefit of the Owners, non exclusive, perpetual and permanent easements (the "Drainage Easements") in, on, upon, over, under and across the portions of the Properties as shown and delineated on any (a) recorded plat, or (b) the Declaration, Commercial Declaration, deed or other instrument, in writing and in recordable form, executed by Declarant as "drainage easement areas". The easements granted hereunder are for the purposes of entering onto and installing, constructing, using, maintaining, repairing and replacing such tie ins, lines, pipes, culverts, catchbasins, manholes, headwalls, outlet control structures and other adjuncts as are necessary for the purpose of connecting, directing and conveying surface water, storm water and storm drainage into the Drainage System, including the directing and conveying of water flow and storm water drainage into the Drainage Facilities and Water Features.

(a) Maintenance And Repair.

(i) Maintenance Standards. Unless otherwise specifically provided herein, maintenance shall include responsibility for replacement, repair and such capital improvements as are necessary for containment of surface and storm water flow and drainage within the Drainage Easement Areas. All maintenance shall be performed in a good and workmanlike manner, in accordance with all applicable governmental ordinances and regulations, and in a manner consistent with the Community-Wide Standard established in the Declaration and the Commercial Declaration. The party performing the maintenance shall exercise due diligence in completing the maintenance. During maintenance activities, entry onto the Properties shall be coordinated with the Declarant, and disruption of the use of the Properties shall be avoided. After the completion of maintenance of any Drainage Facilities, the Drainage Easement Area shall be restored to substantially the same condition that existed prior to the maintenance activities as soon as reasonably possible after completion of maintenance activities authorized in this Declaration (provided, however, replacement of any trees, roots, or other obstructions within the Drainage Easement Area shall not be required if removal of the trees, roots, and other obstructions within the Drainage Easement Area is necessary or desirable for the installation, operation, use, maintenance, repair and replacement of the Drainage System.). The party performing the maintenance further agrees to repair and replace as necessary any improvements damaged by the maintenance activities, including re paving or re landscaping, as necessary to restore the construction area.

(ii) Allocation of Costs and Expenses of Maintenance. This Declaration may be amended and supplemented from time to time to allocate costs and expenses of maintenance of the Drainage System. Unless otherwise specifically provided herein or in other instruments creating and assigning maintenance responsibility, maintenance of Drainage Facilities shall be performed as follows:

(1) Declarant. The Declarant or owner of the Golf Course who benefits from the easements to which the Drainage System is appurtenant shall maintain and bear the costs and expenses of maintenance of those portions of the Drainage System benefitting their respective Properties. If more than the one party benefits from maintenance of a portion of the Drainage System, such as the Owner of the Golf Course, the expense shall be divided on a pro rata basis among the parties.

(2) Responsibility of Association. The Association shall maintain those portions of the Drainage System as set forth in the Declaration and the owners of commercial property shall maintain those portions of the Drainage System as set forth in the Commercial Declaration. In the event of a conflict between this Declaration and either the Residential Declaration or the Commercial Declaration, the Residential Declaration or the Commercial Declaration (as applicable) shall control.

(3) Covenant to Share Costs. The Association, Declarant, Community Fund and the Golf Course (or any combination thereof) may enter into separate covenants to share costs of construction or maintenance of the Drainage System. If a separate covenant to share costs is entered into, the provisions of the separate covenant to share cost shall control as between this Declaration and the separate covenant to share costs.

(4) Failure to Maintain or Pay Expenses for Maintenance. If the Golf Course Owner, or an Association fails to perform maintenance of the Drainage System in accordance with the requirements of this Declaration, the Owner of another Parcel affected by the non performance may perform the maintenance. Except in the event of an emergency requiring immediate action, the Owner of the Lot performing the required maintenance shall provide to the non performing Owner at least thirty (30) days written notice and a reasonable opportunity to cure and correct any deficiency before exercising its rights hereunder. Expenses incurred by an Owner in performing maintenance under this Section shall be paid by the non-performing Owner within thirty (30) days of receipt of written demand therefor. Any amounts due and payable hereunder, together with interest not to exceed the maximum rate allowable by law, late charges, costs of collection, and reasonable attorneys' fees, shall be, until paid, a charge and continuing lien to an against the Lot of the non-performing Owner. The lien may be enforced by suit, judgment, and judicial or non judicial foreclosure, as permitted under Georgia law.

11.4 Easement for Slope Control, Drainage and Waterway Maintenance. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements, for itself, the owner of the Golf Course and the Association and their respective representatives, successors and assigns, contractors and agents, over, across, under, through and upon each Lot for the following purposes:

- (a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;
- (b) drainage of natural or man-made water flow and water areas from any portion of the Properties or the Golf Course;
- (c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot or Common Area;
- (d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and
- (e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties or the Golf Course.

11.5 Easements to Serve Additional Property. The Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for itself and its duly authorized successors and assigns, including without limitation, the owners of the Golf Course, successors-in-title, agents, representatives and employees, successors, assigns, licensees and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access and development of the Additional Properties, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads, for the posting of signs and for connecting and installing utilities serving the Additional Properties. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Properties.



11.6 Easement for Entry.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for the Association to enter upon any Lot for emergency, security and safety reasons. Such right may be exercised by any member of the Board, the Association's officers, committee members, agents, employees and managers of the Association and by all police officers, fire fighters, ambulance personnel and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Lot to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section shall not constitute a trespass.

(b) Declarant hereby reserves for itself and grants to the Association, to the relatives or descendants of any deceased person in any cemetery or burial ground that is located within the boundary of the Properties and to any persons seeking access to any cemetery or burial ground for academic or historical purposes, a nonexclusive, perpetual easement of ingress and egress over such portions of the Common Area as are necessary for such access.

11.7 Easements for Maintenance and Enforcement.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Association to enter all portions of the Properties, including each Lot but excluding the interior of any residential dwelling, to (i) perform its maintenance responsibilities under Section 5.1 and (ii) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property and any damage shall be repaired by the Association at its expense.

(b) The Association may also enter a Lot, excluding the interior of any residential dwelling, to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys' fees, may be assessed against the violator as a Specific Assessment.

(c) Entry under this Section shall not constitute a trespass and prior notice to the Owner shall not be required except as provided in Section 5.2.

11.8 Easement for Golf Cart Path and Trail System. Declarant hereby reserves, creates, establishes, promulgates and declares perpetual, non-exclusive easements for itself, its successors, assigns and designees, the Association and the Owners over and across the Trail System as defined herein, Golf Cart Paths as defined herein, and any areas designated as "golf cart paths," "trail system," "walking trails," or "paths" on any recorded subdivision plat of the Properties regardless of whether such trails or paths are located on Lots or Common Area. Use of the trail system or paths shall be governed by reasonable rules and regulations promulgated by the Association and the rights and conditions set forth in Sections 2.1 and 2.7.

11.9 Easements for Lake and Pond Maintenance and Flood Water.

(a) Declarant reserves, creates, establishes, promulgates and declares for itself and its successors, assigns and designees and the Association the nonexclusive, perpetual, appurtenant right

and easement, but not the obligation, to enter upon any lakes, ponds, streams, other water bodies and wetlands located within the Area of Common Responsibility to (i) install, keep, maintain and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or the Golf Course; (ii) draw water from such sources for purposes or irrigation; (iii) construct, maintain and repair any bulkhead, wall, dam or other structure retaining water; and (iv) remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Declaration. The Declarant, the Association and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any lake, pond, stream or wetland to the extent reasonably necessary to exercise their rights under this Section.

(b) Declarant further reserves, creates, establishes, promulgates and declares for itself and its successors, assigns and designees and the Association the non-exclusive, perpetual, appurtenant right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to lake beds, ponds, streams and wetlands in order to (i) temporarily flood and back water upon and maintain water over such portions of the Properties; (ii) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams and wetlands within the Area of Common Responsibility; (iii) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams and wetlands; (iv) disturb existing landscaping; and (v) pile dirt and plant materials upon such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. All affected areas shall be restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of any construction or maintenance activities authorized in this Declaration. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

(c) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding or intending to hold an interest in the Properties or at any other time (i) to release all or any portion of the Properties from the burden, effect and encumbrance of any of the easements granted or reserved under this Section or (ii) to define the limits of any such easements.

11.10 Lateral Support. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area, every Lot and any improvement which contributes to the lateral support of another portion of the Common Area, of another Lot or of the Golf Course for lateral support and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.11 Easements for Golf Course. Declarant reserves, creates, establishes, promulgates and declares for the owners and operators of the Golf Course and, as applicable, the following non-exclusive, perpetual, reciprocal, appurtenant easements which shall benefit the Golf Course:

(a) Golf Course.

(i) Every Lot and the Common Area and the common property of any Neighborhood Association adjacent to the Golf Course are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood or the exterior portions of a Lot to retrieve errant golf balls; provided however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to a Golf Course, including but not limited to, any errant golf balls or

the exercise of this easement: the Declarant; the Association or its Members (in their capacity as such); the owner(s) of any Golf Course or their successors, successors-in-title or assigns including, but not limited to, the Community Fund; any Builder or contractor (in their capacities as such); the Golf Course designer or builder; any officer, director, member, manager or partner of any of the foregoing; or any officer, director, member or manager of any partner of any of the foregoing.

(ii) The owner(s) of the Golf Course, and their respective successors and assigns shall have a perpetual, exclusive easement of access over the Properties for the flight of golf balls resulting from inadvertent shots and for the purpose of retrieving golf balls from the Common Area and any Lot lying reasonably within range of golf balls hit from within the Golf Course.

(iii) Declarant hereby reserves for itself, its successors and assigns and the owner(s) of the Golf Course over, across and upon each and every Lot a twenty (20) foot easement as measured from the boundary line of the Lot that separates such Lot from any golf course to a line running parallel thereto being located twenty (20) feet into the interior of such Lot. Such easement may be used for the purposes of operation and maintenance of the Golf Course, including, without limitation, installation and maintenance of cart paths. By way of example and not limitation, such easement shall be for the purpose of authorizing entry onto such portions of the Lot to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, irrigation, fertilizer application, mowing and edging and removal of any underbrush, trash, debris and trees of less than two (2) inches in diameter.

(iv) Any portion of the Properties immediately adjacent to the Golf Course is hereby burdened with a non-exclusive easement in favor of the Golf Course for overspray of water from the irrigation system serving the Golf Course. Under no circumstances shall the Association or the owner of the Golf Course be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(v) The Golf Course may include an extensive system of Golf Cart Paths for use by pedestrians, golf carts and maintenance vehicles. To the extent such paths are not located on the Golf Course, Declarant hereby reserves a nonexclusive easement appurtenant to the Golf Course on, over, under and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, reconstruction, use and enjoyment of such paths; provided however, no path may encroach onto any Lot more than three (3) feet nor onto any Common Area (excluding the private streets) more than ten (10) feet. The owner or operator of the Golf Course shall be solely responsible for maintaining such paths at its sole cost and expense, including those portions which are located on a Private Street, a Lot or Common Area; provided, however, that to the extent the Trail System and the Golf Cart Path overlap, the Association may maintain such portions of the path or enter into a Cost-Sharing Agreement with the owner or operator of the Golf Course. The aforesaid easements are reserved for the benefit of the owner(s) and operator(s) of the Golf Course and the respective members, guests, invitees, employees, contractors, agents, designees, successors, assigns and grantees and shall be appurtenant to the Golf Course.

(b) Easement for Maintenance. The owner of the Golf Course within or adjacent to any portion of the Properties, their agents, successors and assigns shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary for the operation, maintenance, repair and replacement of the Golf Course.

(c) Easement for Roadways. There is hereby established for the benefit of the owner of the Golf Course and the members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors and designees of the Golf Course, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel

between the entrance to the Properties and the Golf Course and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Course. Without limiting the generality of the foregoing, members, guests and invitees of the Golf Course shall have the right to park vehicles on the roadways located within the Properties at reasonable times before, during and after special events, tournaments and other similar functions held by or at the Golf Course to the extent that the Golf Course has insufficient parking to accommodate vehicles for the special event. The owner of the Golf Course, and the guests, invitees, employees, agents, contractors and designees of the Golf Course shall have the right to be admitted through any gate, after receipt of clearance from the Golf Course, without the payment of a fee or charge for ingress or egress, provided that the number of such persons permitted entrance to the Properties at any one time may be limited or otherwise restricted to the reasonable number of parking spaces available at the Golf Course in order to avoid congestion and the unauthorized parking of vehicles.

(d) Irrigation. The Declarant hereby reserves for itself, its successors and assigns and may assign to the owner of the Golf Course, an easement and all rights to draw water from the lakes and ponds within or adjacent to the Properties for purposes of irrigation of the Golf Course and for access to and the right to enter upon the lakes and ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems. The employees, agents, contractors and designees of the Golf Course, shall have a right and nonexclusive easement of access over any portion of the Properties which is contiguous to the Golf Course, for the owner of the Golf Course and the employees, agents, contractors and designees of the Golf Course, to enter such portions of the Properties, including each Lot, to perform maintenance. In the event that either an Owner or the Association fails to maintain any portions of the Properties contiguous to the Golf Course in accordance with the requirements of this Declaration, the owner of the Golf Course may perform the maintenance. The owner of the Golf Course shall provide to the owner of the contiguous property at least thirty (30) days written notice and a reasonable opportunity to cure and correct any deficiency before exercising its rights hereunder. Any and all expenses incurred by the owner of the Golf Course in performing such maintenance shall be paid by the owner of the property within thirty (30) days of receipt of written demand therefor.

(e) Signage. The owner of the Golf Course shall have easements for erecting a reasonable number of temporary and permanent directional signs (the "Golf Course Signs") to provide guidance to the public to the Golf Course ("Golf Course Sign Easement"). The owner(s) of the each the Golf Course shall propose the number, style and locations of the Golf Course Signs, which proposal shall be subject to the prior written approval of the ARB. The ARB's approval shall not be unreasonably withheld or delayed and the ARB may not withhold its consent to the extent that the Golf Course Signs proposed (i) are of a size and style consistent with Declarant's signage for the Properties or any portion thereof; (ii) do not unreasonably interfere with Declarant's development and marketing of the Properties; (iii) comply with all applicable laws, governmental rules and regulations; and (iv) comply with the Design Guidelines. At a minimum, the owners of the Golf Course shall be entitled to place primary Golf Course Signs at locations adjacent to the main entrance to Richmond Hill Plantation and the main entrance to the Golf Course which shall be fully visible to traffic flowing in both directions along roads accessing the main entrances. Notwithstanding the foregoing, Declarant shall be entitled from time to time to request that the owner of the Golf Course relocate one (1) or more of the Golf Course Signs to accommodate any changes which may from time to time occur in Declarant's development plans for the Properties and such owner may not withhold or delay consent to the request if Declarant proposes a relocation site of equal quality to the location of any Golf Course Sign as of that time. The owner of the Golf Course shall install and maintain all its Golf Course Signs located in the Golf Course Sign Easement.

(f) Consent to Amend. Notwithstanding anything to the contrary contained herein, the easements described hereinabove may not be amended or extinguished without the written consent of the owner(s) of the Golf Course benefited by the easement.

11.12 Easement for Special Events. Declarant reserves, creates, establishes, promulgates and declares for itself, its successors, assigns and designees a perpetual, non-exclusive appurtenant easement over the Common Area for the purpose of conducting or allowing its designees to conduct educational, cultural, entertainment, promotional or sporting events, including but not limited to golf tournaments, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds and related inconveniences and each Owner agrees on behalf of itself and the occupants of his or her Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.13 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including but not limited to the owner of the Golf Course, all rights to ground water, surface water, storm water runoff and effluent located or produced within the Properties and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.14 Easement for Greenbelt Maintenance.

(a) Declarant reserves for itself and its successors, assigns and designees the nonexclusive right and easement, but not the obligation, to enter upon greenbelts, buffer zones and non-disturbance areas located within the Area of Common Responsibility to remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be automatically transferred to the Association at the expiration of the Development Period or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of greenbelt, buffer zone or non-disturbance area to the extent reasonably necessary to exercise their rights under this Section.

(b) Encroachment of structures into, over or across greenbelts, buffer zones and non-disturbance areas shown on any recorded subdivision plat of the Properties is strictly prohibited. Landscaping in these areas is subject to removal in the reasonable discretion of Declarant in the ordinary course of maintenance of these areas. Any landscaping permitted shall be installed in conformance with Article 9 herein. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements.

(c) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding or intending to hold an interest in the Properties or at any other time (i) to release all or any portion of the Properties from the burden, effect and encumbrance of any of the easements granted or reserved under this Section or (ii) to define the limits of any such easements.

11.15 Easement for Lake Access. Declarant hereby grants to the Owners a perpetual, non-exclusive easement over and across areas of the Common Area adjacent to any lake designated by recorded subdivision plat for the purpose of ingress and egress to such lake. Such easement is limited solely to access at the locations designated and constructed by Declarant or the Association and shall not include the right for any individual Owner to construct any structure, walkway or path within the Common Area to facilitate lake access.

11.16 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, the Association, their successors or assigns, including without limitation the owner(s) of the Golf Course, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

## ARTICLE 12: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder") will be entitled to timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws or Georgia law for any of the acts set out in this Article.

## ARTICLE 13: DECLARANT'S RIGHTS

13.1 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

### 13.2 Development and Sales.

(a) The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties or the construction or sale of Lots, such as sales activities, tournaments, charitable events and promotional events and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

(b) In addition, the Declarant and Builders authorized by Declarant may establish within the Properties, including any clubhouse, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties or the construction or sale of Lots, including, but not limited to, business offices, signs, model units, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and egress and use of such facilities.

(c) Guests and invitees of the Declarant and Builders authorized by Declarant shall have the right to park vehicles on the roadways located within the Properties at reasonable times before, during and after special sales and marketing events. The guests, invitees, employees, agents, contractors and designees of Declarant and Builders authorized by Declarant shall have the right to be admitted through any gate, after receipt of clearance from the Declarant, without the payment of a fee or charge for ingress or egress, provided that the number of such persons permitted entrance to the Properties at any one time may be limited or otherwise restricted to the reasonable number of parking spaces available in order to avoid congestion and the unauthorized parking of vehicles.

(d) Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3 Stop Work Order for Special Events. The Declarant shall have the right to issue "Stop Work" Orders, which orders may prohibit any architectural change, construction, addition, alteration, change, installation or other work that is visible or audible from outside a dwelling or causes an increase in traffic flow within Richmond Hill Plantation from being performed by an Owner or Builder within all or any portion of the Properties. Such "Stop Work" Orders shall be set forth in writing and state that portion of Richmond Hill Plantation subject to the "Stop Work" Order, the scope of the prohibited activities and the stop and start dates for such "Stop Work" Order, which period of time shall not exceed seven (7) consecutive Days.

13.4 Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.5 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws or Articles.

13.6 Right of the Declarant to Disapprove Actions. Until two (2) years following the termination of the Class "B" membership, the Declarant shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or Builders under the Governing Documents or interfere with development of, construction on or marketing of any portion of the Properties or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Declarant in the Governing Documents.

(a) The Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested or by personal delivery at the address the Declarant has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Declarant may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents may make its concerns, thoughts and suggestions known to the Board or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Declarant, acting through any authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Declarant exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee or the Board or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.



13.7 Amendments. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules or Design Guidelines shall be effective without prior notice to and the written consent of the Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

#### ARTICLE 14: THE GOLF COURSE

14.1 General. The Golf Course shall not be a portion of the Common Area and neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use the Golf Course. Rights to use the Golf Course will be granted only to such persons and on such terms and conditions, as may be determined from time to time by the owner and/or operator of the Golf Course. The owner and/or operator of the Golf Course shall have the right, from time to time in its sole and absolute discretion and without notice, (a) to amend or waive the terms and conditions of use of its Golf Course, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges and number of users; (b) to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges; (c) to change, eliminate or cease operation of any or all of the facilities; and (d) to reserve use rights; and to terminate use rights altogether, subject to the terms of any written agreements.

14.2 Ownership and Operation. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder or by any Person acting on behalf of any of the foregoing with regard to the continuing ownership or operation of the Golf Course and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Golf Course. Further, the ownership or operation of the Golf Course may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of the Golf Course by a Person other than the current owner or operator; (b) the establishment of or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Golf Course or an entity owned or controlled by its members become the owner(s) or operator(s) of the Golf Course; or (c) the conveyance of the Golf Course to one (1) or more affiliates, shareholders, employees or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, any Voting Delegate or any Owner shall be required to effectuate any change in ownership or operation of the Golf Course, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

14.3 View Impairment. The Declarant, the Association nor the owner of the Golf Course, guarantees or represents that any view over and across the Golf Course from Lots will be preserved without impairment. The owner and/or operator of the Golf Course shall have no obligation to prune or thin trees or other landscaping and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Golf Course from time to time. In addition, the owner of the Golf Course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, landscaping, bunkers, fairways and greens, improvements and barriers (both natural and artificial) from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of the Golf Course which the Lot may enjoy as of the date of the purchase of the Lot may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Golf Course.

14.4 Assumption of Risks.

(a) By acceptance of a deed to any Lot, each Owner acknowledges and agrees that owning property adjacent to a public golf course has benefits as well as detriments and that the detriments include the following: (i) the risk of damage to property or injury to persons and animals from golf balls which are hit onto an Owner's Lot or other portion of the Properties or arising from the design, construction, operation, maintenance or use of the public golf course; (ii) the entry by golfers onto an Owner's Lot or other portion of the Properties utilized by the golfer to retrieve golf balls or other acts or omissions of persons using the public golf course; (iii) noise from golfers; (iv) overspray of herbicides, fungicides, pesticides, fertilizers and water in connection with the maintenance of the roughs, fairways and greens on the public golf course; (v) noise from public golf course maintenance and operation equipment (including, without limitation, compressors, blowers, mulches, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night or continuously); (vi) odors arising from irrigation and fertilization of the turf situated on the public golf course; (vii) disturbance and loss of privacy resulting from motorized golf car traffic, golfers and golf course maintenance personnel; (viii) artificial light illuminating from any facilities; (ix) the existence of water hazards, ponds or lakes on the public golf course; and (x) view restrictions caused by maturation of trees and shrubbery. Additionally, each Owner acknowledges that pesticides and chemicals may be applied to the public golf course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the public golf course.

(b) Each Owner hereby assumes the risks of owning property adjacent to a public golf course and forever waives and relinquishes and agrees not to institute any action or suit at law or in equity nor to institute or prosecute, any claim, demand or compensation against Richmond Hill Development, Inc.; the Declarant; the Association or its Members (in their capacity as such); the owner of the Golf Course or their successors, successors-in-title or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager or partner of any of the foregoing or any officer, director, member or manager of any partner of the foregoing for or on account of any damages, loss or injury either to person or property or both, resulting directly or indirectly from the design, construction, operation, maintenance or use of the golf course. Each Owner hereby agrees to take any necessary steps to maintain adequate hazard and other insurance policies to protect such Owner and such Owner's family, guests, invitees, agents and employees against all such risks associated with the public golf course. Each Owner hereby agrees to indemnify and hold harmless all of the above-named Persons against any and all claims by such Owner's family, guests and invitees.

(c) By acceptance of a deed to any Lot, each Owner acknowledges and agrees that there is no right to use the Golf Course. There is no representation or guarantee that the Golf Course will be constructed or operated as a golf course in the future.

14.5 Open Space Disclosure: No Rights to Golf Course.

(a) Notwithstanding the fact that any golf course located adjacent to the Properties constitutes open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot forever releases and discharges Richmond Hill Development, Inc.; the Declarant; the Association or its Members (in their capacity as such); the Community Fund, the owner of the Golf Course or their successors, successors-in-title or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager or partner of any of the foregoing or any officer, director, member or manager of any partner of the foregoing from: (i) any claim that such golf course is or must be, owned or operated by the Association or the Owners; or (ii) any claim that the Owners are entitled to use any such golf course by virtue of their

ownership of a Lot without complying with the terms and conditions adopted by the owner of such golf course.

(b) Each Owner and the Association shall jointly and severally indemnify, defend and hold harmless the above-named Persons, against and in respect of and shall reimburse the above-named Persons on demand for, any and all claims, demands, losses, costs, expenses, obligation, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys' fees and disbursements (even if incident to any appeals), that any of the above-named Persons shall incur or suffer, which arise out of, result from or relate to any claim that because a golf course is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, such golf course must be owned or operated by the Association or the Owners or that Owner may use the golf course without complying with the terms and conditions adopted by the owner of such golf course.

14.6 Cost-Sharing Agreements. The Association may enter into a contractual arrangement or Cost-Sharing Agreement with the owner of the Golf Course obligating the Golf Course or the Association to contribute funds for, among other things, shared property or services or a higher level of Common Area maintenance in accordance with Section 5.6.

14.7 Architectural Control. Neither the Association nor any committee thereof shall approve or permit any construction, addition, alteration, change or installation on or to any portion of the Properties which is contiguous to or within one hundred (100) feet of the Golf Course without giving the owner of the Golf Course at least fifteen (15) Days prior written notice of its intent to approve or permit the same together, with copies of the request and all other documents and information finally submitted in such regard. The owner of the Golf Course shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the owner of the Golf Course to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the owner of the Golf Course's right to object to the matter. If in the reasonable opinion of the owner of the Golf Course, the construction or modification being reviewed would have material adverse impact on the Golf Course whether by restriction of view, creation of hazards to persons or otherwise, then the requesting party shall resubmit to the ARB a revised plan to take into account the objection of the owner of the Golf Course. The review and approval process set forth in this Section shall apply to the re-submitted plans. This Section shall also apply to any work on the Common Area contiguous to the Golf Course.

14.8 Use Restrictions. Upon request of the owner of the Golf Course, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within the Golf Course, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.

14.9 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Golf Course, no amendment to this Article and no amendment in derogation of any other provisions of this Declaration benefiting the Golf Course, may be made without the written approval of the owner(s) of the Golf Course. The foregoing shall not apply, however, to amendments made by the Declarant.

14.10 Jurisdiction and Cooperation. Declarant's intention is that the Association and the owner of the Golf Course shall cooperate to the maximum extent possible in the operation of the Properties and the Golf Course. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate

use restrictions or rules affecting activities on or use of the Golf Course without the prior written consent of the owner of the Golf Course affected thereby.

## ARTICLE 15: GENERAL PROVISIONS

### 15.1 Duration.

(a) Unless terminated as provided in Section 15.1(b), the provisions of this Declaration shall run with, bind the Properties and remain in effect perpetually to the extent permitted by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land for so long as permitted by Georgia law. To the extent that Georgia law limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Georgia law, this Declaration may be terminated within the first twenty (20) years after the date of recording by an instrument signed by Owners of at least ninety percent (90%) of the total Lots within the Properties, which instrument is recorded in the Public Records; provided however, regardless of the provisions of Georgia law, this Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. After twenty (20) years from the date of recording, this Declaration may be terminated only by an instrument signed by Owners owning at least fifty-one percent (51%) of the Lots and constituting at least fifty-one percent (51%) of the total number of Owners and by the Declarant, if the Declarant owns any portion of the Properties, which instrument complies with the requirements of O.C.G.A. §44-5-60(d) and is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

### 15.2 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the U.S. Department of Veterans Affairs, the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency; however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. The failure of an amendment to apply uniformly to all Lots shall not constitute a material adverse effect upon the rights of any Owner.

(b) By the Board. The Board shall be authorized to amend this Declaration without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Properties Owners' Association Act, O.C.G.A. §44-3-220, *et seq.* (1994) and conforming this Declaration to any

mandatory provisions thereof; (ii) to correct scrivener's errors and other mistakes of fact; and (iii) for the purposes of bringing any provision contained herein into compliance with the Fair Housing Amendments Act of 1988, as more fully set forth in Section 15.4; provided that amendments under this provision have no material adverse effect on the rights of the Owners. During the Development Period, any such amendments shall require the written consent of the Declarant.

(c) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Members holding sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, the written consent of the Declarant.

(d) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member or the assignee of such right or privilege.

(e) Interpretation. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

15.3 Severability. Invalidation of any provision of this Declaration, in whole or in part or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4 Fair Housing Amendments Act. The provisions of the Governing Documents shall be subordinate to the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.*, (the "FHAA") and shall be applied so as to comply with the FHAA. In the event that there is a conflict between or among the Governing Documents and the FHAA, the FHAA shall prevail. Notwithstanding anything to the contrary contained herein, in the event that any provision of this Declaration conflicts with the FHAA, the Board of Directors, without the consent of the Members or of the Declarant, shall have the unilateral right to amend this Declaration for the purpose of bringing this Declaration into compliance with the FHAA. Furthermore, notwithstanding Section 2.3 hereof, the Board shall have the unilateral right to assign portions of the Common Area as Exclusive Common Area or to reassign Common Area previously assigned as Exclusive Common Area to one (1) or more Lots to one (1) or more Owner(s) or occupant(s) should such action be required in order to make a reasonable accommodation under the FHAA.

15.5 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Members holding eighty percent (80%) of the total Class "A" votes in the Association. If Voting Delegates have been elected, a Voting Delegate shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners holding eighty percent (80%) of the total votes attributable to Lots in the Neighborhood represented by the Voting Delegate. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c)

proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.6 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.7 Grants. The parties hereby declare that this Declaration and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

15.8 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional recorded covenants, restrictions and declarations applicable to any Neighborhood and the Association may, but shall not be required to, enforce the covenants, restrictions and declarations applicable to any Neighborhood; provided however, in the event of a conflict between or among this Declaration and such covenants, restrictions or declarations or the provisions of any articles of incorporation, by-laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Articles and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants, restrictions and declarations applicable to any portion of the Properties from containing additional covenants, restrictions or provisions which are more restrictive than the provisions of this Declaration and the Association shall have the standing and authority to enforce the same.

15.9 Use of the "Richmond Hill Plantation" Name and Logo. No Person shall use the phrase "Richmond Hill Plantation" or the logo for "Richmond Hill Plantation" or any derivative in any printed or promotional material without the Declarant's prior written consent; however, Owners may use the phrase "Richmond Hill Plantation" in printed or promotional matter where such phrase is solely used to specify that particular property is located within Richmond Hill Plantation and the Association and any other community association located in Richmond Hill Plantation, the Declarant and the owner of the Golf Course shall each be entitled to use the phrase "Richmond Hill Plantation" in their names.

15.10 Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association, the Declarant or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.11 Right of First Refusal. Each Owner acknowledges, and the deed of conveyance to each Owner may provide, that the Declarant shall retain a right of first refusal and option to repurchase any Lot

within the Properties on the terms and conditions set forth below. This Section shall not restrict an Owner's right to enter into a binding contract for the sale of a Lot, provided that, for so long as this right of first refusal exists, the contract provides that the Owner may not convey a Lot to any third party without giving the Declarant the right of first refusal on the terms and conditions set forth below. This right of first refusal shall not apply to any transfer or conveyance in connection with a Mortgage foreclosure or deed in lieu of foreclosure.

(a) If any Owner desires to convey any Lot to a third party, the Owner proposing to transfer said Lot shall deliver to Declarant within seven (7) Days of its execution a copy of the executed, binding real estate sales contract between the Owner and the prospective purchaser. The real estate sales contract shall provide that Declarant shall have fifteen (15) Days after actual receipt of the executed binding real estate contract upon which to exercise its right of first refusal and option to purchase the Lot on the same terms and conditions as the real estate sales contract between the Owner and prospective purchaser. Declarant shall provide written notice of the exercise of the right of first refusal to the transferor. If the Declarant fails to exercise such right as provided herein, the right of first refusal shall be waived and extinguished. Upon request and receipt of a release in form and content satisfactory to Declarant, Declarant shall execute a release of such right of first refusal in recordable form if the Declarant does not intend to exercise such right.

(b) If Declarant exercises its right to repurchase, the Owner of the Lot shall convey the Lot by general warranty deed (subject to such exceptions and easements of record as are standard and customary) to the Declarant within thirty (30) Days after the date of receipt of the Declarant's notice that the right of first refusal has been exercised. The remaining terms of the real estate sales contract shall remain in full force and effect.

(c) If Declarant does not exercise its right to repurchase, the Owner of the Lot shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require not later than the date of closing. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

(d) The right of first refusal set forth in this Section shall automatically terminate as to any given Lot upon the earliest to occur of the following: (i) the issuance of a certificate of occupancy for a residential dwelling on such Lot (upon issuance of a certificate of occupancy and receipt from any Owner of such Lot by Declarant of a written request and a release in form and content satisfactory to Declarant, Declarant shall execute a release of such right of first refusal as to such Lot in recordable form; however, issuance of such a release shall not be necessary to terminate this right of first refusal); (ii) five (5) years from the date on which such Lot became subject to this Declaration by applicable instrument recorded in the Public Records; or (iii) when, in its sole discretion, the Declarant so determines and declares in a recorded instrument.

15.12 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least seven (7) Days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Board may reasonably require. After the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

15.13 Exhibits. Exhibits A, B, and C attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 15.2. Exhibit C is attached for informational purposes and may be amended as provided therein.

**[Signature on following page]**



RICHMOND HILL PLANTATION  
RESIDENTIAL

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 12<sup>th</sup> day of April, 2007.

Signed, sealed and delivered in the presence of:

Attest:

Charlie L. Watson, Jr.  
Name: Charlie L. Watson, Jr.  
Title: Secretary, Richmond Hill Development, Inc.

DECLARANT:

RICHMOND HILL DEVELOPMENT, INC., a Georgia corporation

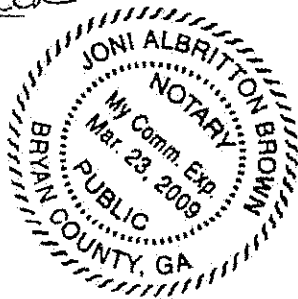
By: John A. Murphy  
Name: John A. Murphy  
Title: President

Joni Albritton Brown  
Notary Public

My commission expires:

(NOTARY SEAL)

Irish Conley  
Unofficial Witness



CONSENT OF OWNER

Olde South Construction, LLC, a Georgia limited liability company, is the owner of the real property described on Exhibit "A" attached hereto and incorporated herein by reference. Olde South Construction, LLC, for itself and its successors and assigns, hereby approves the foregoing Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Residential) (the "Declaration") and subjects such real property to the terms, conditions, obligations and restrictive covenants contained in the Declaration, which shall will run with the land and be binding upon all successors-in-title.

Executed this 25<sup>th</sup> day of April, 2007.

Signed, sealed and delivered in the  
presence of:

Irish Conley  
Official Witness

Mari Albritton Brown  
Notary Public

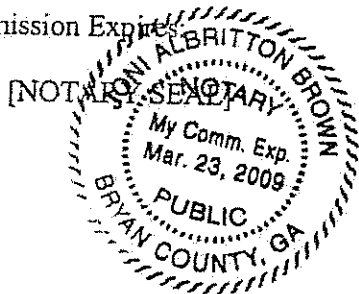
Olde South Construction, LLC, a Georgia  
limited liability company

By: [Signature]

Name: Charles L. Conley Jr

Title: Member

My Commission Expires



CONSENT OF LENDER

Richmond Hill Development Inc ("Lender"), beneficiary under (i) that certain Deed to Secure Debt and Security Agreement dated December 21, 2006 and recorded on December 28, 2006 in the Bryan County Public Records at Deed Book 680, Page 522 (as amended from time to time, the "Security Deed"), for itself and its successors and assigns, approves the foregoing Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Residential) (the "Declaration"). Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deeds will not render void or otherwise impair the validity of the Declaration.

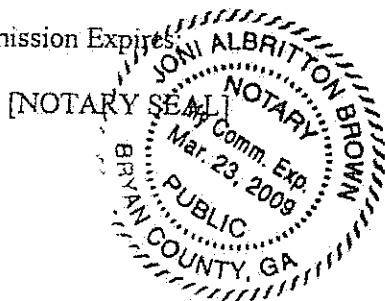
Executed this 25<sup>th</sup> day of April, 2007.

Signed, sealed and delivered in the presence of:

Irish Conley  
Official Witness

Joni Albritton Brown  
Notary Public

My Commission Expires



RICHMOND HILL DEVELOPMENT, INC.

By: [Signature]  
Name: CHARLES L. LUKSTUNER

Title: President

Attest: Valerie P. Moore  
Valerie P. Moore  
Assistant Secretary

CONSENT OF LENDER

FIRST CHATHAM BANK, a \_\_\_\_\_ ("Lender"), beneficiary under (i) that certain Deed to Secure Debt and Security Agreement dated December 21, 2006, and recorded on December 28, 2006 in the Bryan County Public Records at Deed Book 680, Page 514 (as amended from time to time, the "Security Deed"), for itself and its successors and assigns, approves the foregoing Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Residential) (the "Declaration"). Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deeds will not render void or otherwise impair the validity of the Declaration.

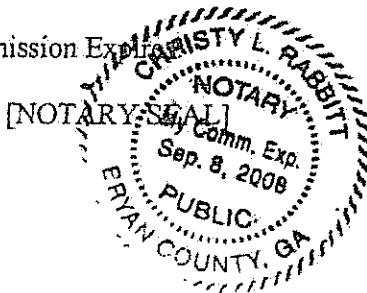
Executed this 25<sup>th</sup> day of April, 2007.

Signed, sealed and delivered in the presence of:

Irish Conley  
Official Witness

Christy L. Rabbit  
Notary Public

My Commission Expires



FIRST CHATHAM BANK

By [Signature]  
Name: Chris, Lee Lewis  
Title: President

Attest [Signature]  
Name: Kimaska  
Title: Branch Manager

RICHMOND HILL PLANTATION  
RESIDENTIAL

CONSENT OF LENDER

DARBY BANK & TRUST ("Lender"), beneficiary under (i) those certain Deeds to Secure Debt dated February 13, 2007 and recorded on February 21, 2007, in Deed Book 696, folio 274, and Deed Book 696, folio 284, and Deed Book 696, folio 294, and Deed Book 696, folio 304, and Deed Book 696, folio 314, and Deed Book 696, folio 324 and Deed Book 696, folio 334 and (ii) those certain Deeds to Secure Debt dated March 21, 2007 and recorded on April 10, 2007 in Deed Book 711, page 3, Deed Book 711, page 13, and Deed Book 711 page 23, all in the Office of the Clerk of the Superior Court of Bryan County, Georgia (as amended from time to time, the "Security Deed"), for itself and its successors and assigns, approved the foregoing Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Residential) (the "Declaration"). Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deeds and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deeds will not render void or otherwise impair the Declaration.

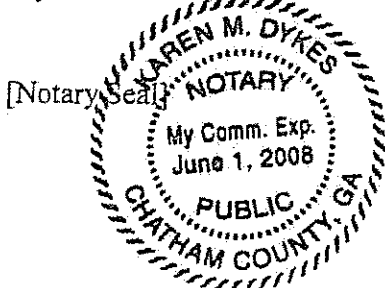
Executed this 26<sup>th</sup> day of April, 2007.

Signed, sealed and  
delivered in the presence of:

Suparna Dhiren  
Witness

Karen M. Dykes  
Notary Public

My commission expires:



DARBY BANK & TRUST

By: [Signature]  
Name: Philip Brad Hunnings  
Title: Vice President

Attest: [Signature]  
Name: Carol P. Porterfield  
Title: Banking Officer

[AFFIX CORPORATE SEAL]

**EXHIBIT A**

**Land Initially Submitted**

All that tract of land as more particularly described on the Final Plat for Cottonham Plantation Phase 1A of the Richmond Hill Plantation being a portion of a 305.61 acres Tract, formerly Tract "A" of the lands of Interdec Incorporated, The City of Richmond Hill, 20th G.M.D. Bryan County, Georgia, as surveyed by David R. Brunson, registered Georgia land surveyor no. 2538, and recorded beginning at Plat Book 576 , Page 8, Bryan County, Georgia real estate records ("Final Plat") together with all rights, memberships, and appurtenances and all improvements, if any, located thereon.

RICHMOND HILL PLANTATION  
RESIDENTIAL

**EXHIBIT B**

**Additional Property**

All those tracts or parcels of land lying and being within one (1) mile of the perimeter boundary of the land described in Exhibit A and located in Bryan County, Georgia.

**EXHIBIT C**

**By-Laws of Richmond Hill Plantation Residential Owners Association, Inc.**

**ARTICLE 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1 Name. The name of the corporation is Richmond Hill Plantation Residential Owners Association, Inc. (the "Association"), a Georgia nonprofit corporation.

1.2 Principal Office. The principal office of the Association shall be located in Bryan County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Residential) filed in the Public Records, as it may be amended (the "Declaration"), unless the context otherwise indicates.

**ARTICLE 2. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES**

2.1 Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated herein by this reference. The Declarant may establish additional classes of membership as set forth in the Declaration.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or as convenient to the Properties as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. If Voting Delegates have been elected, meetings shall be of the Voting Delegates. Subsequent regular meetings shall be held annually on a date and at a time set by the Board.

2.4 Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Members holding at least twenty percent (20%) of the total Class "A" votes in the Association or upon written request of the Declarant.

2.5 Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice; provided however, if Members holding at least twenty percent (20%) of the Class "A" votes are present at an annual meeting, in person or by proxy,



matters in addition to those set forth in the notice of the meeting may be voted upon without further notice to the Members.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member or Voting Delegate may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) or more than twenty (20) Days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10 Proxies. A Voting Delegate entitled to cast the votes for all Lots within such delegates' Neighborhood may not assign the right to cast such votes by proxy, but may cast such votes only in person or through such Voting Delegate's designated alternate. Any Member who is entitled to cast only the vote(s) for such Member's Lot(s) pursuant to Section 3.4 of the Declaration may cast such vote in person or by proxy. On any matter as to which a Member is entitled to personally cast the vote for such Member's Lot, such vote may be cast in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11 Quorum. The presence, in person or by proxy, of twenty percent (20%) of the Class "A" votes entitled to be cast shall constitute a quorum at all meetings of the Association.

If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12 Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action without a Meeting. In the discretion of the Board, any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if the Association delivers a written consent form or ballot to every Member entitled to vote on the matter.

(a) A written ballot shall (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.

(b) Approval by written ballot pursuant hereto shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(c) All solicitations for votes by written ballot shall (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Association in order to be counted.

(d) A written ballot may not be revoked. The Association shall maintain such ballots in its file for a period of at least three (3) years.

### ARTICLE 3. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

#### A. Composition and Selection.

3.1 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided however, no Owner and resident representing the same Lot may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Lot is delinquent. A "resident" for the purposes of these By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Lot within the Properties. In the case of a Member that is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided that no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2 Number of Directors. The Board shall consist of three (3) to seven (7) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) directors appointed by

the Class "B" Member as provided in Section 3.3 and shall increase as provided in Section 3.5. After the termination of the Class "B" membership, the Board may, by resolution, increase or decrease the number of directors.

3.3 Directors during Class "B" Membership. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member for so long as the Class "B" membership exists. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to the qualifications for directors set forth in Section 3.1. The following are submitted as initial Board of Directors for the Association during the Class "B" membership period:

1. Kelli Anderson
2. John A. Murphy
3. Charlie L. Watson, Jr.

3.4 Nomination and Election Procedures.

(a) Nomination of Directors. The Board may establish a nominating committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. If established, the nominating committee shall be appointed by the Board not less than thirty (30) Days prior to each election to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at the election. A nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. If Voting Groups have been formed, nominations shall be to separate slates for the directors, if any, to be elected at large by all Members, and for the director(s) to be elected by the votes within each Voting Group. In making its nominations, a nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Nominations shall also be permitted from the floor at a meeting of the Association.

All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to these nomination requirements.

(b) Election Procedures. Each Member may cast the vote(s) assigned to his or her Lot(s) for each position to be filled. If Voting Delegates have been elected, each Voting Delegate may cast all votes assigned to the Lots which such Voting Delegate represents for each position to be filled from the slate of candidates on which such Voting Delegate is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these By-Laws:

(a) At the first Association annual meeting occurring after the termination of the Class "B" membership, or whenever the Class "B" Member earlier determines, the directors appointed by the Declarant shall resign, the Board shall be increased to seven (7) directors, and an election shall be held. Six (6) directors shall be elected by the Members. If Voting Groups have been established, one (1) director shall be elected by the Members representing each Voting Group and any remaining directorships

filled at large by the vote of all Members. Three (3) directors shall serve a term of two (2) years, and three (3) directors shall serve a term of one (1) year, as such directors determine among themselves.

Until termination of the Development Period, the Declarant shall be entitled to appoint, remove and replace one (1) director. Upon termination of the Development Period, the director appointed by the Declarant shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two (2) years.

Upon the expiration of the term of office of each director elected by the Members, the Members entitled to elect such director shall elect a successor to serve a term of two (2) years. The directors elected by the Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by Members representing a Majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Lot that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term. Any director that the Board appoints shall be selected from among Members and residents within the Voting Group represented by the director who vacated the position.

This Section shall not apply to directors appointed by the Class "B" Member or to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.7 Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held during each year.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.10 Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, electronic mail, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, electronically mailed, e-mailed, or given to the telegraph company.

3.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.13 Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than four (4) nor more than twenty (20) Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.14 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members holding a Majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors.

Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.15 Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.16 Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Voting Delegates and, if required by law, all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the president may limit the time any individual may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than directors, to discuss matters of a sensitive nature, including but not limited to, pending or threatened litigation and personnel matters.

3.17 Action without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.18 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or Georgia law does not direct to be done and exercised exclusively by the Voting Delegates or the membership generally.

3.19 Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

- (f) making and amending rules in accordance with the Declaration;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;
- (i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association in accordance with the Governing Documents;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying the costs of all services rendered to the Association;
- (l) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;
- (n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and
- (o) indemnifying a director, officer or ARB or committee member, or former director, officer or ARB or committee member of the Association to the extent such indemnity is required or permitted under Georgia law or the Governing Documents.

3.20 Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Lots prior to borrowing such money.

3.23 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives or Neighborhood and other owners or residents associations, within and outside the Properties.

3.24 Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee may impose a sanction without further notice to the violator. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes



of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

#### ARTICLE 4. OFFICERS

4.1 Officers. The officers of the Association shall be a president secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) vice president, one (1) or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer at any time in its sole discretion with or without cause and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Execution of Instruments. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14.

## ARTICLE 5. COMMITTEES

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Class "A" Member may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Association without the consent of the Board.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these By-Laws and, specifically, Section 5.1, the Board may appoint a covenants committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.25 of these By-Laws.

5.3 Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board or the Association. Such Neighborhood Committees, if elected, shall consist of three (3) to five (5) Members, as determined by the vote of at least a Majority of the Owners of Lots within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the meeting, notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10, and 3.11. Meetings of a Neighborhood Committee shall be open to all Owners of Lots in the Neighborhood and their representatives; provided however, a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

## ARTICLE 6. MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3 Conflicts. If there are conflicts between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association, which may include the office of the Association's management agent, if any, or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection. The Board may establish rules with respect to the following:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Voting Delegate, at the address which the Member or Voting Delegate has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Lot of such Member or Voting Delegate; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

6.6 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the

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Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the U.S. Department of Veterans Affairs, the U.S. Department of Housing and Urban Development, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. In addition, during the Development Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et seq.* (1994) and conforming these By-Laws to any mandatory provisions thereof, and (ii) to correct scriveners' errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members. During the Development Period, any such amendment shall require the consent of the Declarant.

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.