

AFTER RECORDING RETURN TO:

James A. Bishop, Esq.
P.O. Box 1396
Brunswick, Georgia 31521

STATE OF GEORGIA)
)
COUNTY OF GLYNN)

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR SOMERSBY POINTE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (“Declaration”), made this 9th day of April, 2001, by TGC PROPERTIES, INC., a Georgia corporation (hereinafter referred to as “Declarant”).

-WITNESSETH-

WHEREAS, Declarant is the owner of certain real property, which real property is more particularly described in **Exhibit “A”** attached hereto and by reference made a part hereof (“Property”); and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the Property and for the maintenance of the Property and improvements thereon, and to this end desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, Declarant deem it desirable, for the efficient preservation, protection and control of the values of the property, to create an agency to which should be delegated and assigned the powers of owning, maintaining, administering, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant is the owner of certain real property more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (“Additional Property”); and

WHEREAS, it is in the interest and to the advantage of the Declarant and to each person, corporation, partnership or other entity which shall hereafter acquire title to any lot within the Property that certain covenants, conditions and restrictions be imposed upon the Property.

NOW, THEREFORE, Declarant declares that the real property described in **Exhibit “A”** and any additional property, including property described in **Exhibit “B”** which the Declarant shall have the option to subject these restrictive covenants by subsequent amendment hereto shall be subjected to this Declaration and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which shall run with the Property and be binding on all persons or entities hereafter acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shell inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Additional Property" shall mean the real property located in Brunswick, Glynn County, Georgia, and more particularly described on **Exhibit "B"** attached hereto.

Section 2. "Architectural Review Committee" shall mean and refer to the Architectural Review Committee established in Article II of this Declaration.

Section 3. "Association" shall mean and refer to Somersby Pointe Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia, its successors and assigns.

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the By-laws and Articles of Incorporation of the Association.

Section 7. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as may from time to time be amended.

Section 8. "Declarant" shall mean TGC Properties, Inc., a Georgia corporation, and shall also include (a) any successor or assign of TGC Properties, Inc. who shall acquire the entire interest in the Property and Additional Property which was owned by the immediate predecessor-in-title of such successor or assign, and (b) any successor or assign of TGC Properties, Inc. to whom TGC Properties, Inc. shall specifically assign the rights, privileges, duties and obligations of the Declarant under this Declaration; provided, however, that at all times only one party shall have the status of the Declarant under this Declaration. Consequently, in the event that TGC Properties, Inc. shall at any time specifically assign the rights, privileges, duties and obligation of the Declarant under this Declaration to a successor or assign, then no party who shall subsequently acquire the entire interest of TGC Properties, Inc. (or any successor of assign) in the Property or Additional Property which was owned by its immediate predecessor-in-title shall have the status of the Declarant under this Declaration unless predecessor-in-title was the only then existing Declarant.

Section 9. "Lot" shall mean and refer to a parcel shown on the Plat of the Property upon which a single-family residence may be constructed.

Section 10. "Member" shall mean and refer to every Person who is a member of the Association.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lots which is a part of the Property,; but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Section 13. “Plat” shall mean and refer to that certain Final Subdivision Plat for Somersby Pointe Subdivision, Phase One, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Drawer 27, as Map No. 115.

Section 14. “Property” shall mean and refer to that certain real property described in Exhibit “A” attached hereto and by reference made a part hereof.

Section 15. “Structure” shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such a Lot, including by way of illustration and not limitation, any building or part hereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; or (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow on surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 16 applies to such a change.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERE TO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Glynn County, Georgia, and is more particularly described on Exhibit “A” attached hereto and made a part hereof.

Section 2. Additions to Existing Property. The Declarant and its successors and assigns shall have the right to bring within the scheme of this Declaration all or portions of the Additional Property described on Exhibit “B” hereto. The additions authorized under this Section, shall be made by filing of record a supplemental declaration with respect to the Additional property which shall extend the scheme of the Declaration to such Additional Property. Upon filing of such a supplemental declaration, the term “Property” as used in this Declaration shall include the portions of the Additional Property brought within the scheme of this Declaration as provided herein. Any such supplement declaration may contain complementary additions and modifications of the covenants and restrictions contained in this Declaration, as may be deemed necessary by Declarant to reflect the different character, if any, of the added properties. In no event shall any such supplemental declaration revoke, modify or add to this Declaration with respect to the property.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Purpose. It is the Declarant’s purpose to prohibit any improvement or change in the Property which would be unsafe or hazardous to any personal property or individual; to minimize destruction or diminution of the view afforded to all Lots, and to preserve as much as is practicable of the visual continuity of the Property; to assure that the improvements and construction of Dwellings and Structures on the property will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the materials and workmanship for all improvements are of high quality and comparable to other improvements permitted on the Property.

Section 2. Approval Required. No Structure, building, wall dock, walkway, driveway, fence, mailbox, screening device, swimming pool, pier or other structure shall be commenced, erected, altered, modified or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be

made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, height, type and color of brick, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Architectural Review Committee (as hereinafter defined) as outlined herein. No change shall be made in color, stain, or painting or any structure or door thereof, balcony or deck thereunto attached, unless so approved.

Section 3. Architectural Review Committee. The Architectural Review Committee ("ARC"), shall consist of at least three (3) and not more than five (5) members, to be appointed by the Board of Directors, and shall have exclusive jurisdiction to approve or disapprove all construction on any portion of the Property.

Section 4. Liability. Neither the ARC or any member thereof shall be liable to the Club or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans, drawings and specification, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Property, provided that such a member has acted in good faith on the basis of such information as may be possessed by him or her; or
- (d) any negligence or breach of contract by any builder carrying out construction within the Property.

Section 5. Responsibility of Declarant. There is reserved unto the Declarant the right of performing all functions and to give the approvals and disapprovals otherwise within the jurisdiction of the ARC, so long as Class B Membership exists.

Section 6. Procedures. Whenever approval is required for any matter within the jurisdiction of the ARC, the person seeking such approval shall furnish the data required by the ARC and no such submission shall be deemed to have been made unless and until all required information has been received. The ARC shall either approve or disapprove such design and location and proposed construction and clearing activities within forty-five (45) days after such plans and specifications have been submitted to it. If the plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Board of Directors shall have the right, from time to time, to establish reasonable filing fees to defray the expenses of the ARC, which shall be paid at the time of submission of such plans.

Section 7. When Approval Deemed Granted. In the event the ARC shall fail to approve or disapprove a proposed design plan and location within forty-five (45) days after the plans and specifications therefore have been received by it, approval shall be deemed granted, unless a suit to enjoin the proposed construction has been commenced prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they contain erroneous data or fail to present accurate and complete information upon which the ARC shall be expected to base its decision.

Section 8. Right to Inspect. The ARC shall have the right, at its election, to enter upon any Lot during the construction, erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials (in the sole opinion of the ARC). The ARC shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion, and to enforce such order by any legal or other injunctive relief.

Section 9. Approval of Builders. Any builder or landscaper, prior to performing any work on any Lot in the Property, must first be approved by the ARC as to financial stability, building or landscaping experience and ability to build or landscape structure or grounds of the class and type of those which are to be built on the Property. Such approval may be granted or withheld in the sole and uncontrolled discretion of the ARC. No persons shall be approved as a builder or landscaper unless such a person obtains his income primarily from construction or landscaping of the type which builder or landscaper is to perform upon the Property. No owner shall be permitted to act as his own builder or contractor except where such owner obtains his income primarily from the construction of the type of structures to be constructed on the Property and otherwise meets the qualifications for approval of the ARC as hereinabove set forth.

Section 10. Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ARC pursuant to the provisions of this article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ARC such violation shall have occurred, the ARC shall be entitled and empowered to enjoin and remove any such construction. Any costs and expenses incurred by the ARC in enjoining and/or removing any construction or improvements shall be added to and become part of the assessment to which the Owner and his Lot are subject.

(b) The ARC shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within twenty (20) days after the mailing of the aforesaid notice of violation, then the ARC shall have the right of abatement as provided in Section 1 (b) of Article X hereof. In addition to the right of abatement, the Board, upon being informed of such violation by the ARC, shall be entitled to seek equitable relief to enjoin such construction.

Section 11. Fees. The ARC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 6 hereof. The fee shall be established from time to time by the ARC.

ARTICLE IV

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Glynn County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Common Area, the enforcement of the covenants and restrictions set forth in this Declaration, the collection of all assessments provided for in this Declaration, and the performance of such other duties and the provision of such services as the Board of Directors shall deem to be in the best interests of the Members. The Association shall have all of the power and authority provided to the Association by the provisions of §44-3-231 of the Act. Without limiting the generality of the foregoing, the Association shall have the specific power and authority: (a) to provide landscape and grounds maintenance services for real property which does not constitute Common Area, including real property owned by any governmental entity and (b) to maintain, repair and replace, and pay charges for electric service to, any street lights that are located within the right-of-way of any public road if the applicable governmental entity shall neglect to do the same, and, in the case of both of the activities identified in clauses (a) and (b) hereof, the Board of Directors shall have determined that the carrying out of such activities by the Association is in the interest of the Members.

Section 2. Membership. Every person who is, or who becomes, a record Owner of a fee or undivided fee interest in any Lot is and shall be a Member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer Membership in the Association, and in no event shall such Membership be severed from the ownership of such Lot. .

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting Membership: Class A and Class B.

(a) Class A. The Class A Members shall be all those persons holding an interest required for Membership in the Association, except for the Class B Member. The Class A Members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by a written designation executed by both the Declarant and by the holder or holders of any Mortgage upon any portion of the Property which is owned by the Declarant and which is recorded in the Deed Records of Glynn County, Georgia, or (ii) the date on which the Declarant shall no longer own any portion of the Property or Additional Property. Before the earlier of these dates to occur, the Class A Members shall be entitled to vote only on (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal pursuant to Article XI, Section 7 of this Declaration to amend this Declaration; and (c) any other matter for which it is herein specifically provided, or for which it is provided by the Act or the Georgia Nonprofit Corporation Code, that approval of each and every class of Membership of the Association is required.

(b) Class B. The Declarant shall be the sole Class B Member. Class B Membership shall be a full voting Membership and, during its existence, the Class B Member shall be entitled to vote on all matters and in all events. Without limiting the generality of the foregoing, the Class B Member will itself elect all of the members of the Board of Directors until the termination of the Class B Membership. At such time as the Class A Members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B Membership shall automatically terminate and cease to exist, and the Class B Member shall be and become a Class A Member insofar as it may then hold any interest in any Lot required for Membership.

From and after the date on which the Class B Membership automatically terminates and ceases to exist, such Membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights. The Membership rights of any Member of the Association, including the right to vote and to use the Common Area, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the Member's property in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning the meetings of Members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to Members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Act, the Georgia Nonprofit Corporation Code, this Declaration, or in the Articles of Incorporation or the Bylaws.

Section 6. Association Acts Through Its Board of Directors. The Board of Directors shall have the power and authority to exercise all of the power and authority of the Association, as provided for in Section 1 hereof. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the Members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B Member) shall be personally liable to any owner of any Member for

any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Common Area as the Board of Directors deems to be in the best interests of the Association.

Section 8. Loans by the Declarant. Notwithstanding any provision of the Act, or the Georgia Nonprofit Corporation Code, or any other provision of statutory or common law, which may provide to the contrary, the Association shall have the specific power and authority to borrow money from any lender, including the Declarant, on such terms as the Board of Directors shall determine, provided only that if the Association shall borrow money from the Declarant, then the annual rate of interest which shall be paid by the Association for such borrowed funds does not exceed by more than two (2) percentage points the average prime rate of interest then in effect at the major United States money center banking institutions. Any funds which the Association shall borrow, whether from the Declarant or otherwise, shall be used for such purposes as the Board of Directors shall determine.

Section 9. Initial Assessment. Every Person who purchases a Lot for use as a permanent personal residence shall pay to the Association the initial assessment fee in an amount determined by the Association at the time of purchase of the Lot; provided, however, said initial assessment fee shall be due only from the Person who first purchases the Lot for use as a permanent residence. The initial assessment shall be a prepayment of the succeeding twelve (12) months Assessment. Declarant shall not be subject to an assessment for any Lot owned by the Declarant. Until January 1, 2002, the initial annual assessment shall be \$250.00.

ARTICLE V PROPERTY RIGHTS

Section 1. Member's Easement of Enjoyment. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian (but no vehicular) access, ingress and egress to and from his Lot over those portions of the Common Area from time to time designated for such purposes, which right of use such recreational facilities as may be erected and maintained by the Association for such purposes from time to time), which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) the right of the Association to adopt and publish rules and regulations governing the use of the Common Area.

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility now or hereafter located or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use such recreational facilities.

(c) the right of the Association to suspend any Owner's voting rights and right to use any recreational facilities within the Common Area for any period during which any assessment of the Association against said Owner's Lot remains unpaid.

(d) the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members, agreeing to such dedication or transfer, has been recorded.

(f) the easements reserved in Article VIII of this Declaration.

Section 2. Declaration of Use. Any Owner may delegate, in accordance with the by-laws, his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his tenants, guests and invitees, subject to such regulations as may be established from time to time by the Association.

Section 3. Title to Common Area. Declarant may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from Declarant all such conveyances of real and personal property. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to Declarant until such time as the real and/or personal property is conveyed to the Association or to any municipality or other government body, agency or authority.

Section 4. No Partition. There shall be no judicial partition of the Property, or any part thereof, nor shall any Person acquiring any interest in the Property or any thereof seek any such judicial partition unless the Property has been removed from the provisions of this Declaration.

Section 5. Recreation Area. The Recreation Area ("Recreation Area") shown on the Plat of the Property is separately owned by the Declarant. In the event Declarant constructs a building on the Recreation Area, membership will be available to Lot Owners on an optional basis. The facilities may also be used on a fee basis. No Owner or occupant gains any right to enter or use the Recreational area, by reason of ownership or occupancy of a Dwelling.

ARTICLE VI

COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments which may or shall be levied by the Association, and (2) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest thereon, and costs of collection thereof, and hereinafter provided, including reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest thereof and costs of collection thereof, including reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors-in-title unless expressly assumed by them. Declarant shall not be subject to any of the assessments set forth in this Article.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of the Lots and the costs and expenses incident to the operation of the Association, including, without limitation, the maintenance and repair of the Common Area and improvements thereof, if any, the maintenance of services furnished by the Association, the purchase of insurance by the Association, the repair and replacement of improvements on the Common Area, payment of all taxes, insurance premiums and all costs and expenses incidental in the Operation and Administration of the Association, and establishment and maintenance of a reasonable reserve fund or funds.

Section 3. Computation of Annual Assessments. If the Association incurs ongoing Common Expenses, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association for the coming year, such budget to include a capital contribution of reserve account in accordance with the capital needs of the Association. The budget and the proposed annual assessments to be levied against each Lot shall be delivered to each Owner no later than ten (10) days prior to such annual meeting. The annual assessment shall be equally divided among the Lots so that the annual assessments shall be the same for each Lot. Lots owned by the Declarant, who is not subject to assessments, shall not be considered when determining the assessment for each Lot. The budget and the annual assessment shall become effective unless disapproved at the annual meeting by either (i) Declarant, so long as there is a Class B member, or (ii) a vote with a majority of the Owners voting in person or by proxy at such meeting. In the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then until a budget has been determined as provided for herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, the Board may call a meeting of the Association for the approval of a special assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two thirds (2/3) of the Class A members and the Class B member, if any voting in person or by proxy at a meeting duly called for such a purpose. Special assessments may also be levied by the Association if for any reason the annual assessments prove inadequate to defray the expenses of the Association in fulfilling its duties and obligations hereunder, subject to the consent of the Members as set forth above. Declarant shall not be subject to Special Assessments.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 above shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the day set for the preceding meeting.

Section 6. Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Until January 1, 2002, the annual assessment shall be fixed at \$250.00 per year. The maximum annual assessment for the fiscal year beginning January 1, 2002 and for each fiscal year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without special approval by the Members of the Association by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be paid in such a manner and on such dates as may be fixed by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a specified Lot is binding upon the Association as the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum legal rate per annum. In such case, the Association may accelerate, at its option, the entire unpaid balance of the assessment and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and interest, costs, and reasonable attorney's fees if any such action, shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure by an action brought in the name of the Association in like manner as a mortgage foreclosure on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, by non-use of the Common Area, abandonment of his Lot or by renunciation of membership in the Association. An Owner may give to the Association, nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

Section 9. Subordination of the Lien to First Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (b) all Common Area; (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption; and (d) all properties owned by the Declarant.

ARTICLE VII

MAINTENANCE

Section 1. Association's Responsibilities. Except as otherwise provided for herein, the Association shall maintain and keep in good repair all portions of the Common Area and improvements thereon, if any. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of (i) all roads, driveways, walks, parking areas and building and other improvements, which are a part of the Common Area; (ii) such utility lines, pipes, plumbing, wire, conduits and systems which are a part of the Common Area; and (iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

Section 2. Owner's Responsibilities. Each Owner of a Lot, whether vacant or occupied, shall keep and maintain his Lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Should any Owner of a Lot fail to maintain his Lot or the improvements thereon as set forth hereinabove, the ARC, its agents and representatives, may, after thirty (30) days written notice to the Owner of such Lot, enter upon his Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the ARC, in the exercise of its sole discretion, deems necessary or advisable. Such Owner shall be personally liable to the ARC for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such Owner and his Lot are subject. Although notice given as herein

provided shall be sufficient to give the ARC, its agents and representatives, the right to enter upon such Lot and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 A.M. and 5:00 P.M. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the ARC to mow, clear, cut or prune any Lot, to provide garbage or trash removal service, or to perform such exterior maintenance.

ARTICLE VIII EASEMENTS

Section 1. Utility Easements. There is hereby created in favor of the Association an easement upon, across, over, through and under all of the Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communications lines and systems. An easement is further granted to the Association, its officers, agents, employees and any management company retained by the Association, to enter in or to cross over the Common Area and the Lots, to inspect and to perform the duties of maintenance and repair of the Common Area and the Lots, as provided for herein. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the property except as initially programmed and approved by Declarant or thereafter approved by Declarant or the Board. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by a separate recordable document, Declarant or the Association shall have the right to grant such an easement on the Common Area without conflicting with the terms hereof.

Section 2. Easements for Declarant. Declarant hereby reserves for itself, its successors and assigns, the following easements and right of ways in, on, over, under and through any part of the Property owned by Declarant and the Common Area for so long as Declarant or Land Owner owns any Lot primarily for the purpose of sale:

- (a) for the erection, installation, construction and maintenance of wires, lines, and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (b) for the construction of improvements on the Lots;
- (c) for the installation, construction and maintenance of storm-water drains, public and private sewers and for any other public or quasi-public utility facility;
- (d) for the use of the Common Area and any sales offices, model units and parking spaces in connection with its efforts to market Lots; and
- (e) for the maintenance of such other facilities and equipment as in the sole discretion of Declarant may be reasonably required, convenient or incidental to the completion, improvements and sale of Lots.

Section 3. Easements for Association. There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including any management company retained by the Association, to enter upon the Common Area and the Lots to perform their respective duties.

ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon.

Section 1. Restricted Use. All Lots shall be restricted exclusively to a single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residences within the Property from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of lots in the Property. Declarant specifically reserves the right to establish a model home to be used by Declarant and/or real estate agent employed by Declarant. This section shall not be construed as to prohibit any Lot owner from operating a business as a home occupation provided the home occupation does not require clients or customers to frequent the home of the Lot owner and does not give the outward appearance of said home occupation.

Section 2. Common Area. The Common Area shall be used only by the Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

Section 3. Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Area, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance of others or unreasonably interferes with other Owners' use of their Lots and/or the Common Area.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property or any portion thereof.

Section 4. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ARC of plans and specifications for such split, division or subdivision. Declarant specifically reserves the right to split, subdivide, reconfigure or recombine its Lots.

Section 5. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without prior written approval of the ARC of plans and specifications for the prevention and control of such erosion or siltation. The ARC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and require landscaping as provided for in Section 6.

Section 6. Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ARC of plans and specifications for the landscaping to accompany such construction or alteration. No home shall be occupied for living purposes until foundation landscaping has been completed according to plans and specifications approved by the ARC.

Section 7. Temporary Buildings. No temporary buildings, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or described for security purposes in accordance with plans and specifications therefore approved by the ARC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the ARC.

Section 8. Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ARC's prior written approval of plans and specifications therefore, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) a sign indicating the builder of the residence on the Lot

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC;

(iv) a sign identifying the name of the contractor during construction of a dwelling provided said sign meets design criteria of the ARC and does not exceed eight (8) square feet in area, and provided, further that any mortgagee who may become the Owner of any Lot or Dwelling may place a "For Sale" sign on any unsold or unoccupied Lot, provided that the design, color and size of any such sign shall have been approved by the ARC.

(b) Following the consummation of the sale of any Lot, the "For Sale" sign and the builder's sign located thereon, if any, shall be removed immediately.

Section 9. Setbacks. In approving plans and specifications for any proposed Structure, the ARC may establish setback requirements for the location of such Structures which are more restrictive than those established by the Plat. No structure shall be erected or placed on any Lot unless its location is consistent with such setbacks, or any applicable zoning laws or ordinances.

Section 10. Fences. No fence or wall of any kind, including those used for dog kennels or runs shall be erected, maintained, or altered on any Lot without the prior written approval of the ARC of plans and specifications for such fences and walls.

Section 11. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ARC of plans and specifications for such roads and driveways. Such specifications shall include the proposed substance to be used in constructing such roads and driveways, which substance shall be satisfactory to the ARC.

During approved construction, all vehicles in any way connected with such construction shall enter the Lot or Lots under construction only by the driveways approved in the plans by the ARC. In no event shall any driveways other than those approved by the ARC be constructed or used for temporary access to any Lot. All vehicles shall be parked at the Lot to avoid damage to trees, paving, curbs, gutters and other improvements on the Lot.

Section 12. Antennae. No antenna, satellite dish or other device for the transmission or reception of television signals, radio signals, or any other form of electromagnetic wave or radiation shall be erected, used or maintained on the exterior of any Structure without the prior written approval of the ARC. In no event shall free standing transmission or receiving towers be permitted.

Section 13. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 14. Recreational Vehicles, Trailers, etc. The ARC, in reviewing the plans and specifications for any proposed Structure, may require that special parking areas be made available for recreational vehicles. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot, except for such parking areas as specified by the ARC pursuant to this section 14 or within enclosures or behind screening erected in accordance with plans and specifications submitted to and approved by the ARC. While nothing contained herein shall prohibit the use of portable or temporary buildings for trailers as field offices by

contractors during actual construction, the use, appearance and maintenance on such a building or trailer must be specifically approved by the ARC prior to its being moved onto the construction site.

Section 15. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot if the equipment is visible from the street abutting such Lot without the prior written approval of the ARC.

Section 16. Accessory Structures. A detached accessory structure (“Accessory Structure”) may be placed on a Lot to be used for a play house, guest house, swimming pool, tennis court, a tool shed, a mailbox, a dog house or a garage. A garage may also be an attached Accessory Structure. Such Accessory Structure shall not exceed twenty (20) feet in height and shall conform in exterior design quality to the Dwelling on the same Lot. With the exception of a garage that is attached to a Dwelling, an Accessory Structure placed on a Lot shall be located only behind the Dwelling as such dwelling fronts on the street abutting such Lot. Such Accessory Structures shall also be located with such side and rear setback lines as may be required hereby or by applicable zoning law. The ARC shall have the right to approve or disapprove the plans and specifications for any Accessory Structure to be erected on any Lot, and construction of any Accessory Structure may not be commenced until complete final plans and specifications shall have been submitted to and approved by the ARC in accordance with the provisions of these covenants. Any Accessory Structure shall be constructed concurrently with or subsequent to the construction of the dwelling on the Lot on which such Accessory Structure is located.

Section 17. Improvements of Lots. All construction of Dwellings, Accessory Structures and all other improvements within the Property shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) All Dwellings constructed on the Lots shall be “traditional or European” style. The determination of whether or not a residence is “traditional or European” shall be decided by the ARC in its sole and uncontrolled discretion.

(c) Only one mailbox shall be located on any Lot and will be consistent with the quality and design of surrounding Dwellings and mailboxes and shall be placed and maintained to complement the Dwelling to which it is appurtenant to the extent such mailbox permitted is to be located and maintained by the United States Postal Service, its successors and assigns.

(d) No lumber, bricks, stones, concrete blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot except for purposes of construction of a Dwelling or Accessory Structure on such Lot, nor shall any building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction of the improvements for which the materials or devices are to be used.

(e) No exposed, above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the ARC.

(f) Containers for garbage and other refuse shall be underground or in screened sanitary enclosures; no incinerators for garbage, trash or other refuse shall be used, and a garbage disposal is required for each Dwelling.

(g) No window air conditioning unit may be located in any part of any Dwelling or Accessory Structure which is visible from any street, and all exterior compressor units shall be ground mounted and

screened by fencing or planting of a density and height to hide the unit effectively, which fencing or planting shall first be approved by the ARC.

(h) Any screen porch which is part of any Dwelling or Accessory Structure must have a dark color screen, and no bright color silver finish screens may be used.

(i) No plumbing vent or heating vent shall be placed on the front side of any roof or any Dwelling or Accessory Structure, and any such vent shall be painted the same color as the roof on which it is placed.

(j) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of such damage must be made within thirty (30) days after completion of such construction on the lot to which the damaged curbing or street is contiguous or adjacent.

(k) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of all one-story Dwellings shall contain not less than thirteen hundred (1300) square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of all one and one-half story Dwellings shall contain not less than fourteen hundred (1400) square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk storage and basement) of all two story and two and one-half story Dwellings shall contain not less than fifteen hundred (1500) square feet. No Dwelling shall be constructed exceeding two and one-half (2 ½) stories in height on any Lot without prior written approval of the ARC.

(l) Driveways shall be constructed with concrete. However, other material may be approved by the ARC if any exception is requested when plans are submitted to the ARC for approval. Existing trees, topography and landscape planning should be taken into consideration and where possible driveways should bypass these, leaving them undisturbed.

(m) Silver-finish aluminum doors (including sliding doors) and windows shall not be approved. A factory-painted or anodized finish aluminum may be used, the color of which shall be specified in the plans submitted to the ARC for approval.

Section 18. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept there solely as household pets and not for commercial or domestic purposes, and not to exceed two (2) dogs and three (3) cats. No animals shall be allowed to become a nuisance. No livestock shall be allowed to be kept on any Lot for any purpose. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have first been approved by the ARC. All pets shall be confined to the Owner's Lot.

Section 19. Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the ARC. If such approval is given, such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

Section 20. Trees and Shrubs. No trees measuring eight (8) inches or more in circumference at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without the prior approval of the ARC unless located within ten (10) feet of the approved site for a Dwelling or within the right-of-way of driveways or walk ways. Excepted from this Section 20 shall be damaged or dead trees and trees which must be removed due to an emergency.

ARTICLE X INSURANCE

The Board, or its duly authorized agent, shall obtain such insurance policies insuring the Common Area and the Association as the Board deems necessary or desirable in its sole discretion. The named insured on all policies of insurance shall be the Association. The Association shall also be authorized to obtain such errors and omissions insurance as the Board of Directors, in its sole discretion, deems necessary and advisable.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, ARC, the Declarant or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, the ARC or any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The ARC shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the ARC, through its agents and employees, to enter during all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions.

Section 2. Severability. If any provision of the Declaration, or any paragraph, sub-paragraph, article, sections, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, sub-paragraph, article, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby and the remainder of this Declaration shall be constructed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a period of twenty (20) years from the Date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least two thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be filed on record in the Clerk's Office, Glynn County Superior Court.

Section 5. Rights and Obligations. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions. Conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and

shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his Lot or at such other address as hereinafter provided. Notices to the Association or Board shall be in writing and shall be addressed to TGC Properties, Inc., or at such different address or addresses as reflect their proper address. Any Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered upon mailing by United States registered or certified mail, return receipt requested, or when delivered in person.

Section 7. Amendment. This Declaration may be amended unilaterally at any time and from time to time by the Declarant:

(a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith:

(b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration:

(c) if such amendment is required to obtain the approval of this Declaration by an institutional lender, such as a bank, savings and loan association or life insurance company, or by a governmental lender or purchaser of mortgage loans, such as the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or

(d) if such amendment is necessary to enable any governmental agency, such as the Veterans Administration, or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not make any substantial changes in any of the provisions of this Declaration. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy five (75%) percent of the Owners of Lots; provided, however, such an amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed or recorded. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this section.

Section 8. No Liability. Declarant have used their best efforts and acted with due diligence in connection with the drafting, preparation, and recording of this Declaration to ensure that each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by an Owner or any other person for any reason whatsoever, Declarant shall have no liability of any kind as a result of such unenforceability, and each Owner, by acceptance of a deed conveying a Lot, acknowledges and agrees that Declarant shall have no liability thereunder.

Section 9. Assignment of Rights of Declarant; Successors to Declarant. Declarant shall have the right to convey, transfer and assign all of its rights and obligations as Declarant under and pursuant to the terms and provisions of this Declaration to a successor-in-interest of all of the Property and the Additional Property. However, in no event shall any Person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Membership Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this Declaration, by and through its duly authorized officer, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

TGC PROPERTIES, INC.

BY: _____

TERRY G. CARTER, President

[CORPORATE SEAL]

EXHIBIT "A"

Property

ALL OF THOSE LOTS, TRACTS OR PARCELS OF LAND, situate, lying and being in Glynn County, Georgia, and shown as **LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 112, 113, 114, 115, 116, 117, 118, 119, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 236, 237, 238 OF PHASE ONE, SOMERSBY POINTE SUBDIVISION**, on that certain plat of survey prepared by Michael A. Hussey, Georgia Registered Land Surveyor No. 2509 of Stevenson & Palmer Engineering Incorporated, being dated March 29, 2001 and recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 27, as Map No. 115.

Reference is hereby made to said plat and to the record thereof for all further purposes of description and location.

EXHIBIT "B"

Additional Property

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, situate, lying and being in the 27th District, G.M. of Glynn County, Georgia, and lying in the southwest quadrant of Exhibit 6 of the intersection of Interstate 95 with U.S. Highway 17 South, **containing 85.17 acres**, the herein described property being shown and depicted upon a print or plat of survey entitled "*Boundary Survey for Terry Carter*" as prepared by Joe P. Davis, Georgia Registered Land Surveyor No. 1436, dated March 23, 2000 which is recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 26, as Map No. 113. Reference is hereby made to said plat and to the record thereof, for all further purposes of description and location.

LESS AND EXCEPT ALL OF THOSE LOTS, TRACTS OR PARCELS OF LAND, situate, lying and being in Glynn County, Georgia, and shown as **LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 112, 113, 114, 115, 116, 117, 118, 119, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 236, 237, 238 OF PHASE ONE, SOMERSBY POINTE SUBDIVISION**, on that certain plat of survey prepared by Michael A. Hussey, Georgia Registered Land Surveyor No. 2509 of Stevenson & Palmer Engineering Incorporated, being dated March 29, 2001 and recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 27, as Map No. 115. Reference is hereby made to said plat and to the record thereof for all further purposes of description and location.