

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TIMBERLAND ESTATES**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIMBERLAND ESTATES (“Declaration”), is made effective as of _____ 2006, by TIMBERLAND ESTATES, LLC, a Georgia Limited Liability Company (the “Declarant”), and by the TIMBERLAND ESTATES HOMEOWNERS ASSOCIATION, INC., a Georgia corporation not-for-profit (“Association”).

Declarant is the owner of the real property more particularly described in Exhibit “A” attached hereto and made a part hereof by reference (the “Property”). This Declaration imposes mutually beneficial restrictions upon the Property, under a general plan of development and improvement, for the benefit of the owners of each portion of the Property. This Declaration further establishes a reasonable procedure for the overall development, administration, maintenance and preservation of the Property. Additionally, this Declaration is intended to put any Owner (as defined herein) on notice as to the specific limitations and restrictions imposed by the Declarant, upon the use and/or development of any Lot.

Therefore, for the purpose of protecting the value and desirability of the Property which shall be subject to this Declaration, the Declarant declares that the Property, and any additional property which may be subjected to this Declaration by any Subsequent Amendment (as defined herein), shall be held, sold, used and conveyed subject to the terms, provisions, conditions, covenants, restrictions, reservations, easements, regulations, burdens and liens contained herein, which shall run with the Property, and shall be binding upon and for the benefit of all persons or entitles, having any right title or interest in the Property, or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

The terms used in this Declaration shall be given their natural, commonly accepted definitions unless otherwise specified herein. Capitalized terms shall be defined asset forth below.

1.1. “Articles” shall mean the Articles of Incorporation of the Timberland Estates Homeowners Association, Inc. as filed with the Georgia Secretary of State, a copy of which is attached hereto as Exhibit “B” and made a part hereof by reference.

1.2. “Assessment” means each Member’s proportionate share of the funds required for the payment of Common Expenses, which from time to time shall be assessed against the Members of the Association. Assessments may sometimes be referred to as “Base Assessments”

1.3. “Association” shall mean and refer to Timberland Estates Homeowners Association, Inc., its successors and assigns.

1.4. “Association Property” shall mean all interests in real and personal property transferred or conveyed to the Association for the benefit of the Members, including but not limited to, the easements granted to the Association in Article VII.

1.5. “Board” shall mean the Board of Directors of the Association.

1.6. “Bridle Paths” shall mean and refer to those Bridle Easements shown on the Plat, which can be used by the Members for equestrian purposes.

1.7. The terms “Business” and “Trade” 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 offering and/or delivery 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 (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (C) a license is required.

1.8. “Bylaws” shall mean and refer to the Bylaws of the Association and made a part hereof by reference.

1.9. “Common Area” or “Common Areas” shall mean all real property that the Association owns, leases, or otherwise retains the right to possess or use for the common use and enjoyment of the Members.

1.10. “Common Expenses” shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Members, including any reasonable reserves, as the Board may find necessary or appropriate pursuant to this Declaration, the Bylaws, and the Articles.

1.11. “Community-Wide Standard” shall mean the standard of conduct, construction, maintenance, or other activity generally prevailing throughout the Property. The Board may reasonably and more specifically establish community-Wide Standards.

1.12. “Common Property” shall mean the combination of all Association Property and Common Area.

1.13. “Conservation Areas” shall mean any portion of the Property that is intended to be preserved and maintained in a natural state in perpetuity. The Conservation Areas shall include the Conservation Easements and other preserved wetlands and uplands, as more specifically described and located on the Plat and/or in the Environmental Resource Permit defined hereinbelow.

1.14. “Conservation Easements” shall mean and refer to those portions of the Property described and dedicated as such on the Plat which are intended to be preserved and maintained in a natural state in perpetuity, and which shall be subject to easements for the purpose of preserving and maintaining such areas.

1.15. “Declarant” shall mean and refer to TIMBERLAND ESTATES LLC, a Georgia limited liability company, its successors and/or assigns.

1.16. “Declaration” shall mean the easements, covenants, conditions, restrictions, and all other terms set forth in this document, and as may be amended from time to time.

1.17. “Homeowners Documents” means this Declaration, Articles, Bylaws and Rules and Regulations of the Association as well as all of the instruments and documents referred to herein and executed in connection with TIMBERLAND ESTATES.

1.18. “Institutional Mortgagee” shall mean any of the following institutions, or subsidiary thereof, which holds a Mortgage on any portion of the Property: a bank, state or federal savings and loan association, mortgage banking company authorized to do business in the State of Georgia, insurance company or union pension fund authorized to do business in the State of Georgia, a real estate investment trust, the Government National Mortgage Association, the

Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, Veterans Administration, or a lender generally recognized in Camden County, Georgia and Brantley County, Georgia, as an institutional lender. In each and every instance in which the Declarant holds a mortgage on the Property, the term Institutional Mortgagee shall also include the Declarant. In the event of any question or dispute concerning the application of the term “Institutional Mortgagee” to any particular party, the Declarant may, without obligation or liability, in its sole discretion, determine whether said party is an institutional Mortgagee” for purposes of this Declaration.

1.19. “Lot” shall mean each portion of the Property Intended for use by the Owner (as defined hereafter) thereof in accordance with the provisions of this Declaration, and shall be described by reference to the Plat (as defined hereafter).

1.20. “Member” shall mean a member of the Association.

1.21. “Mortgage” means a mortgage, a deed to secure a debt or any form of security deed in favor of an Institutional Mortgagee.

1.22. “Mortgagee” means a beneficiary or holder of a mortgage in favor of an institutional Mortgagee on any portion of the Property.

1.23. “Mortgagor” means an Owner who gives a mortgage.

1.24. “Owner” shall mean and refer to one or more Persons (defined below) who hold the record title to any Lot that is created on the property subject to this Declaration, but excluding any party holding an interest merely as security for the performance of an obligation.

1.25. “Person” means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.26. “Plat” shall mean and refer to the Plat of TIMBERLAND ESTATES, as recorded in Plat Book ____, Pages ____ through ____, in the public records of Camden County, Georgia and Brantley County, Georgia.

1.27. “Property” shall mean all of the real and personal property subject to this Declaration.

1.28. “Residential Dwelling” shall mean and refer to any improvement intended for use and occupancy by a Single Family.

1.29. “Roads” shall mean and refer to any street or thoroughfare which is constructed by Declarant within the Common Areas and which is dedicated to the Association, or to any governmental agency, whether same is designated, for example, by way of illustration and not as limitation, as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or similar designation.

1.30. “Rules and Regulations” shall mean the rules, regulations, and policies as may be adopted by the Board from time to time by resolution duly made and carried, which shall be incorporated into this Declaration as if more fully set forth herein.

1.31. “Setbacks” shall mean and refer to those building setback requirements established by Camden County, Georgia and Brantley County, Georgia, and/or the Architectural Control Committee, as set forth in this Declaration.

1.32. “Single Family” means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be interrelated.

1.33. “Special Assessment” shall mean and refer to those assessments levied in accordance with the further terms of this Declaration.

1.34. “Surface Water Management System” shall mean and refer to those roadside shallow drainage ditch(es), ponds, lakes, canals, wetlands and other facilities created and used for drainage, as shown and described in and authorized for construction and operation under, the Environmental Resource Permit.

1.35. “Subsequent Amendment” shall mean an amendment to this Declaration which may subject additional property to this Declaration, may withdraw property from the coverage of this Declaration, and may also, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the Property, or on any land submitted by any such Subsequent Amendment to the provisions of this Declaration.

1.36. “Timberland Estates” shall mean and refer to the platted Lot of land located in Camden County, Georgia and Brantley County, Georgia, known as TIMBERLAND Estates.

1.37. “Turnover Date” shall mean the date the Declarant turns over control of the Association to Members other than the Declarant, as more particularly set forth in the Bylaws. The Turnover Date shall occur no later than three (3) months after Ninety Percent (90%) of the Lots have been sold to Members other than the Declarant, its successors and/or assigns, (for purposes of this provision “Members other than the Declarant” shall not include builders, contractors, or others who purchase any Lot for the purpose of constructing improvements thereon for resale), or after the Declarant elects to relinquish its control of the Association, whichever shall first occur.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1. Initial Property. The property that is initially subject to the easements, covenants, conditions, and restrictions imposed by this declaration are described in Exhibit “A”.

2.2. Additional Property. Until the turnover date, the Declarant may subject additional property to this Declaration, including without limitation, common areas, recreational facilities, roads, vacant land, and property of all types, including undeveloped lands, platted submissions, and lots by recording in the public records of Camden County, Georgia and Brantley County, Georgia, a subsequent Amendment to this Declaration describing the property to be submitted to this Declaration and setting forth any use restrictions, voting rights, maintenance requirements, user fees, dues, or other provisions pertaining to such additional property, if any. Despite the fact that Declarant’s submission of additional property to this Declaration may result in an overall increase in the common expenses, and resulting increase in the assessments payable by each lot, or may result in an increase in the total number of votes or members in the Association, the Declarant shall not be required to obtain the joinder or consent of the Association, any owner, any other person, or any mortgagee except for the approval, if required, of Camden County, Georgia and Brantley County, Georgia. Any property submitted to this Declaration by subsequent amendment, shall be included in the term property subject thereafter to all of the terms conditions, covenants, and restrictions contained herein, including, without limitation, the Association’s lien for assessments.

2.3. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this article, without prior notice and without the consent of any person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of this Declaration to the extent originally included in error or as a result of any changes in the Declarant's plans for the property, provided such withdrawal is not contrary to the overall, uniform scheme of development of the property.

2.4. Additional Covenants and Easements. Until the turnover date, the Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by subsequent amendment to additional covenants and easements, including 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 assessments. Such additional covenants and easements shall set forth in a subsequent amendment filed concurrent with, as a part of, or after the annexation of the subject property, and shall require the written consent of the owner(s) of such annexed property, if other than the Declarant.

2.5. Amendment. Until the Turnover Date, this Article shall not be amended without the prior written consent of the Declarant.

ARTICLE III PROPERTY RIGHTS

3.1. Use of Common Property. Every owner shall have a perpetual non-exclusive right and easement to use and enjoy the Common Areas subject to this Declaration, as it may be amended from time to time, and subject to any restrictions or limitations contained in this Declaration or in any deed conveying such property to the Association. Such right and easement is appurtenant to and shall pass with title to each Lot. Any owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board, and in accordance with procedures that it may adopt. An owner who leases his or her lot shall be deemed to have delegated all such rights to the lessee. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.

B. The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

C. The right of the Association to suspend:

(i) the right of an Owner to use Recreational Facilities within the Common Areas for any period during which an Assessment or any other charge against such Owner's Lot remains delinquent; and

(ii) the enjoyment rights and easements of any Owner for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation (other than a delinquent Assessment), of the Declaration, any applicable Subsequent Amendment the Articles, the Bylaws, or the Rules and Regulations of the Association after notice and hearing pursuant to the Bylaws. However nothing herein shall impair the right of an Owner or permitted

lessee of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

D. The right of the Association to maintain the Common Property.

E. The right of the Board to adopt rules and regulations affecting the use and enjoyment of the Common Property, Including, without limitation, rules restricting the use of Recreational Facilities within the Common Area to occupants of Lots and their guests and rules limiting the number of guests who may use the Common Property.

F. The right of the Association to dedicate or transfer all, or any part, of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district; subject however, to the rights of the Members provided hereunder.

G. The Restrictions contained on any plat filed with respect to all or any portion of the Property.

H. All of the provisions of this Declaration, the Articles, and Bylaws of the Association and all exhibits thereto, and all Rules and Regulations adopted by the Association, as same may be amended from time to time.

I. The Owners' easements of enjoyment shall be subject to easements, heretofore existing or hereby reserved over, through and underneath the Common Area, and the Lots, for present and future utility services to the Property, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, Irrigation pipes, telephone cables and other utilities. Basements for such utility services are reserved by the Declarant for all building and improvements which have been or may be constructed on the property, and the Declarant may want specific easements to utility companies and to other Persons as may be reasonably necessary.

J. The rights of other Owners, their family members, permitted lessees, guests, invitees, licensees, employees, or agents, to use the Common Property in accordance with this Declaration.

K. In case of any emergency originating in, or threatening the Property or any Lot, regardless of whether the Owner is present at the time of such emergency, the Board or any other Person authorized by the Board, or the management agent under a manager agreement, shall have the right to enter the Property or such Lot, for the Purpose of remedy or abating, the cause of such emergency, and such right of entry shall be immediate.

3.2. Title to Common Property. The Declarant shall not be required to convey title to the Common Property or any portion thereof to the Association until after the Turnover Date. Notwithstanding the manner in which title is held, the Association shall be responsible for the management, maintenance and operation of the Common Property, and for the payment of all real estate taxes and other charges that are liens against the Common Property, from and after the recording of this Declaration. Within ninety (90) Days after the Turnover Date, the Declarant shall convey the Common Property, or any such portion thereof not otherwise dedicated pursuant to Article 5, to the Association by quitclaim deed, assignment, bill of sale or other appropriate document, free of all encumbrances except taxes for the then current year and other matters common to TIMBERLAND ESTATES. The Declarant shall not be required to provide any title

search, title insurance or other related title documents to the Association in connection with the conveyance of the Common Property.

3.3. Annexations, Withdrawals and Amendments. Pursuant to the provisions of Article II, and the amendment powers set forth in this Declaration, the Declarant, its successors and assigns, reserves the right to amend this Declaration prior to the Turnover Date, to annex additional property to the Common Property, to withdraw property from the Common Property, and to amend the provisions of this Declaration, including, without limitation those provisions regarding the payment of assessments, as they may apply to the Common Property.

3.4. Use of Common Property by Mortgagee. Every Mortgagee under a deed to secure debt shall have a non-exclusive right and easement of enjoyment in and to the Common Property and private streets and roads subject to this Declaration as it may be amended from time to time, and subject to any restrictions or limitations contained in this Article or otherwise contained in the Declaration or in any deed conveying such property to the Association, to the extent reasonably necessary to exercise the rights and remedies provided to such Mortgagee under its Mortgage.

ARTICLE IV

ASSOCIATION FUNCTION. MEMBERSHIP AND VOTING RIGHTS

4.1. Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the common property. The association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules and regulation as the Board may adopt. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this declaration. The Association shall further be the primary entity responsible for (a) monitoring and maintaining the conservation areas in accordance with the Environmental Resource Permit, notwithstanding the fact that conservation areas may be located on a lot or lots; (b) monitoring and maintaining compliance with the Waste Management Plan, notwithstanding the fact the animals and waste storage areas may be located on a lot. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles and Georgia law.

4.2. Membership. The owner of the fee simple title of record of each lot shall be a mandatory member of the Association. Each owner shall become a member of the Association upon acceptance of the deed to his lot. As a member of the Association, the owner shall be governed by the homeowners' documents; and shall be entitled to one (1) membership for each lot owned. In the event that a lot is owned by more than one person, votes and rights of use and enjoyment shall be provided herein. The rights and privileges of membership may be exercised by a member or the member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a lot owned by a corporation, partnership, limited liability company, limited partnership, or other business entity should be exercised by the individual designated by the owner in a written instrument provided to the Secretary of the Association.

ARTICLE V

GENERAL RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1. Common Property. The Association, subject to the rights of the Owners set forth in this Declaration, shall own, manage and control the Common Property and all improvements thereon (including, without limitation, furnishings, equipment and common landscaped areas), and shall

keep these in good, clean, attractive and sanitary condition, order and repair, consistent with applicable laws and regulations, this Declaration and the Community-Wide Standard.

5.2. Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and interests in real property. The Declarant may convey to the Association leaseholds, easements and other property interests in (a) improved or unimproved real estate, (b) the Surface Water Management System, (c) the Conservation Areas, and (d) personal property. Such property shall be accepted by the Association and thereafter shall be maintained as Common Property by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in this Declaration or the conveying deed or instrument.

5.3. Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules governing the use of the Property, in addition to, further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration. Such rules shall be binding upon all Owners, occupants, invitees, and licensees until and unless repealed or modified in a regular or special meeting by a majority of the Members.

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

5.5. Governmental Interests. Prior to the Turnover Date, the Declarant may designate sites within the Property for fire, police, utility facilities, and other public facilities. The sites may include Common Areas.

5.6. Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, 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, and directors shall have no personal liability with respect to any contract commitment, made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, 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.

5.7. Dedication of Common Property. The Association may dedicate portions of, or interests comprising, the Common Property to Camden County, Georgia and Brantley County, Georgia,

or to any other local, state, or federal governmental entity, subject to such approval as may be required by this Declaration.

5.8. Security. The Association may, but shall not be obligated to, take certain measures to provide security within the Property. NEITHER THE DECLARANT, NOR ANY SUCCESSOR DECLARANT, NOR THE ASSOCIATION, NOR ITS BOARD OF DIRECTORS SHALL BE DEEMED INSURERS OR GUARANTORS OF SECURITY OR THE SAFETY OF THE OWNERS, THEIR FAMILY MEMBERS, TENANTS, AND SOCIAL INVITEES WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR DUE TO THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS, OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS LESSEES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND THE DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OF THE FOREGOING, AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS, INJURY AND/OR DAMAGE TO PERSONS, TO LOTS, IMPROVEMENTS AND PERSONAL PROPERTY OF THE OWNERS REGARDLESS OF WHETHER RESULTING IN ANY PART DUE TO THE MALFUNCTION OR INEFFECTIVENESS OF THE SECURITY SYSTEMS IN PLACE OR ANY ADDITIONAL SECURITY SYSTEMS OR MEASURES THAT COULD BE OR COULD HAVE BEEN IMPLEMENTED.

5.9. Recycling Programs. The Board may establish a recycling program and recycling center within the Property and in such event, all occupants of Lots shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

5.10. Surface Water Rights. The Association shall have all rights to ground water, surface water and storm water runoff within the Property. No Person or entity, other than the Association shall claim, capture or collect ground water, surface water or storm water runoff within the Property, without prior written permission of the Association. The Association may establish programs for reclamation of surface water and storm water runoff for appropriate uses within the Property, and may require Owners and occupants of Lots to participate in such programs to the extent reasonably practical. No Owner or occupant of a Lot shall have any right to be compensated for water claimed or reclaimed from Lots and/or Common Areas. The Board shall also have the right to establish restrictions on the use of surface water within the Property. Lakes, canals and other open surface waters within the Property are designed as water detention and water management areas and are not designed solely as aesthetic features. From time to time, low ground water elevations or drought conditions may cause canals and other water management areas to recede.

ARTICLE VI

GENERAL MAINTENANCE RESPONSIBILITIES

6.1. Association's Responsibility.

A. The Association shall maintain and keep in good repair all areas of TIMBERLAND ESTATES which are not the maintenance obligation of the individual Lot Owners, as provided in this Declaration and related documents, including, the Common Property, Conservation Easements and other Conservation Areas (as more particularly set forth in Section XIX); drainage areas and casements; drainage canals and other drainage facilities, irrigation facilities and pumps; perimeter walls or fences; bridges, Bridle Paths, water features; Surface Water Management System (as more particularly set forth in Section XX); Surface Water Management System and Conservation Area markers/signage, sod, landscaping and other flora located on the Common Areas, and other structures and improvements situated upon the Common Areas.

B. Unless otherwise provided herein, the maintenance costs to the Association shall be assessed equally among the Owners, as part of the Common Expenses pursuant to the provisions of this Declaration.

C. The Association may maintain property that it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

6.2. Owner's Responsibility. Each Owner shall, at their sole cost and expense, maintain their own Lot, structures, parking areas, landscaping, shallow drainage ditch(es) and drainage areas lying or required within the Lot boundaries, the Lot Drainage System (as more particularly set forth in Section XI), and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard, all applicable covenants, and subject to the provisions of this Declaration regarding Architectural Control Committee approval. Notwithstanding the foregoing, no Owner shall be responsible for maintenance of any Conservation Area located within its Lot boundaries, and further, no Owner shall have the right to enter any Conservation Area, except in accordance with the provisions of this Declaration. If any Owner fails to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation, upon reasonable notice to the Owner (except in the event of an emergency) to enter upon the Lot to make such repairs or perform said maintenance. Notwithstanding the foregoing, the Association shall be obligated to maintain all portions of the Surface Water Management System located within the boundaries of each Lot in the event the Owner fails to do so, and nothing contained in the foregoing shall be construed to relieve the Association of this obligation. All costs incurred by the Association as a result of actions taken pursuant to the provisions of this paragraph shall be charged against the Lot and the Owner thereof in accordance with the provisions of this Declaration. Such charge shall be deemed a Special Assessment and shall constitute a lien on the Lot, enforceable in the same manner as other Assessments, as set forth in this Declaration.

ARTICLE VII
EASEMENTS

7.1. Easements for Owners. The Declarant hereby grants perpetual, non-exclusive easements to the Association, and to the Owners, their families, guests, invitees, licensees and lessees upon, and to Mortgagees, over, and across the bicycle/pedestrian paths, Bridle Paths, side walkways, rights-of-way and other Common Areas for the use and enjoyment of same, subject to the terms and conditions set forth in this Declaration. The Declarant hereby grants additional perpetual, non-exclusive ingress and egress easements (including those needed for equipment) to the Association over, across, through and under all portions of the Property for the purpose of performing the operation, maintenance and repair requirements of the Association as described in this Declaration.

7.2. Easements for Utilities.

A. There are hereby reserved to the Declarant (so long as the Declarant owns any of the Property), the Association and their respective assignees and designees, access and maintenance easements upon, over, across, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, maintaining Roads, and bicycle/pedestrian paths, Bridle Paths, walkways, sidewalks, lakes, Conservation Areas, irrigation systems, the Surface Water Management System, drainage systems, street lights, identification signage and all utilities (including, without limitation, water, irrigation, sewer, electricity, telephone, cable TV, communication lines and systems), and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes on the Plat.

B. The Declarant hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing TIMBERLAND ESTATES, upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located, for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable TV, or communication lines and systems. It shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes, and to affix and maintain wires, facilities, circuits, and conduits on, in, and under the Common Areas, providing such company restores any disturbed area substantially to the condition existing prior to their activity. Notwithstanding anything to the contrary contained in the foregoing, no utility service line or system may be installed or relocated within the Common Areas without the written consent of the Association. Notwithstanding anything to the contrary contained in the foregoing, no utility easement shall encroach upon and no utilities shall be located or placed within the Conservation Areas.

7.3. Easements for Encroachments. The Declarant hereby grants an easement for encroachment in the event any improvements upon the Common Areas now or hereafter encroaches upon any Lot, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the

Surface Water Management System or the Conservation Areas without the written consent of Camden County, Georgia and Brantley County, Georgia.

7.4. Easements to Serve Other Property. The Declarant hereby reserves for itself, and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, an easement over the Property for the purposes of enjoyment, use, access and development of property owned by the Declarant, its successors and assigns, whether or not such other property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Property for the development of such property, the construction of road the construction of drainage facilities, and for connecting and installing utilities on such property. Declarant further agrees that if the easement is exercised for any permanent use or access to such property, and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns, shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway or drainage facility owned by the Association and serving such property.

7.5. Easements for Drainage. Every Lot and the Common Area shall be burdened with easements for natural and/or man-made drainage of surface water runoff from other portions of the Property, or from other property owned by the Declarant; provided, however, no Person may alter the natural drainage on any Lot so as to materially increase the drainage of surface water onto any other Lot or other adjacent portions of the Property, without the written consent of the Owner of the affected property.

7.6. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance, pursuant to this Declaration, and to otherwise ensure compliance with this Declaration, any Subsequent Amendment, the Bylaws, and the Rules and Regulations, which right may be exercised by any member of the Board its officers, agents, employees, and managers; and all law enforcement officers, firemen, emergency medical personnel, and similar emergency personnel in the performance of their duties. Except in the event of an emergency, entry shall only be made during reasonable hours and after reasonable notice to the owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may, in the Association's sole discretion, increase the risk of fire or create such other safety hazard, but shall not include the right of entry into any single family dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

ARTICLE VIII

ASSESSMENTS

A. The Association shall, within a reasonable time upon demand, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

B. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquent Members. Unless the Board otherwise provides, the Base

Assessments shall be payable not less frequently than quarter-annually in advance. Base Assessments shall be billed on the fifteenth day of December, March, June, and September of each year for Assessments due and payable on the first day of January, April, July, and October, respectively of each year. Assessments not paid by the due date will incur late charges as determined by the Board.

8.2. Computation of Base Assessments. At least sixty (60) days before the beginning of the fiscal year, the Board shall prepare a budget to determine the estimated costs of operating the Association during the upcoming year. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Lot for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting of the Members, by a vote of the Members, or their alternates representing at least a majority of the voting interests of the Association. 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 the Bylaws. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect shall continue for the upcoming year.

The budget may include, without limitation, the following listed line items:

A. All expenses necessary to maintain the Common Property in accordance with the requirements of this Declaration, including, without limitation, such Common Property expenses as: costs to maintain, repair, and replace the Surface Water Management System, irrigation, grass cutting, trimming, fertilizing, pest control, and the like, in a manner consistent with the Community-Wide Standard. All charges levied for utility services to the Common Property, whether supplied by a private or public entity, including, without limitation, all charges for water, electricity, telephone, sewer, cable TV and any other type of utility or service charge.

B. All expenses necessary to monitor and maintain the Conservation Areas in accordance with the requirements of this Declaration and the Environmental Resource Permit. The expenses necessary to monitor and maintain the Conservation Areas shall be shared equally among all Owners.

C. The premiums on any policy or policies of insurance required by law or under this Declaration, together with the costs of such other policies of insurance, as the Board, with the consent of the Owners at any meeting thereof, shall determine to be in the best interest of the Association. As well as all expenses necessary to retain a lending institution in Camden County, Georgia and Brantley County, Georgia, having a trust department to act as "Insurance Trustee", who may be named as an additional loss payee under such policies. The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, distributing proceeds of such insurance, assisting in the reconstruction of improvements paid for from insurance proceeds, and performing such other functions as shall be agreed upon.

D. The costs of operating the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, including the collection of Assessments. In addition, the Association may retain a management company or contractors to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees

or costs of any management company or contractor so retained shall be deemed an Association expense to be paid through Assessments.

E. All taxes levied or assessed upon the Common Property by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in or on the Property including any interest penalties and other charges which may accrue on such charges.

F. The costs to the Association to indemnify and save harmless the Declarant from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property in or about the Common Property, and from and against all costs, counsel fees, expenses, liabilities occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought in connection therewith. Included in the foregoing provisions are any expenses incurred by the Declarant in connection with any action or proceeding brought for the purposes of enforce the rights of the Declarant or Association hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in the Declaration. Included also is the cost to the Association to indemnify its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. Nothing in the provisions of this subparagraph shall require any Institutional Mortgagee to pay the Association expenses or portion thereof attributable to costs of the Association to indemnify and save harmless Declarant in accordance with such paragraph. Any such Association expense shall be reallocated among the Owners and not the Institutional Mortgagees.

G. The costs to establish an adequate reserve fund or to provide adequate security for replacement and/or capital refurbishment of the Common Property and the payment of other common expenses (the "Capital Contributions") in the amounts determined proper and sufficient by the Board. Each Owner acknowledges and understands that Capital Contributions are the exclusive property of the Association, and that no owner shall have any interest, claim, or right to any such Capital Contributions. The Association shall be responsible for maintaining the Capital Contributions in a separate reserve account and to use such funds only for capital costs and expenses as set forth herein.

8.3. Special Assessments.

A. The Association may levy a Special Assessment or Special Assessments; provided, such Special Assessment shall have the affirmative vote or written consent of Members or their designees representing at least fifty-one (51%) percent of the voting interests of the Association. 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, if the Board so determines.

B. The Association may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct any buildings or improvements constructed by the Declarant or the Association in or on the Property, damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to repair and the actual cost of the repair shall be a Common Expense for which the Association shall levy a Special Assessment

against all Owners to obtain the funds necessary to pay for such repair. The Association shall deposit these funds together with all insurance proceeds, with the Insurance Trustee, until such time as they are paid to cover the cost of such repairs.

C. The Association may also levy a Special Assessment against any Member/Owner in order to reimburse the Association for costs incurred in connection with the enforcement against that Member/Owner of any provision of the Declaration, any Subsequent Amendments thereto, the Articles, Bylaws and the Rules and Regulations.

8.4. Date of Commencement of Base Assessments. The Base Assessments provided for herein shall commence as to each Lot at the time of conveyance of the Lot by the Declarant to the Owner. Assessments shall be due and payable in a manner and on such schedule as determined by the Board of Directors. The first Base Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments Commence on a Lot.

8.5. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges, and costs (including attorneys fees) provided for herein, shall be subordinate to the lien of any Institutional Lender holding a first Mortgage secured by a deed to secure debt, upon any Lot, as provided in this Declaration. The sale or transfer of any Lot shall not affect, impair or extinguish the Assessment lien; however, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure, or deed in lieu of foreclosure of a first Mortgage under a deed to secure debt, shall extinguish the lien of such Assessments as to charges which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender holding a first mortgage of record or other purchaser of a Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments of the Association chargeable to such Lot that became due prior to the acquisition of title to such Lot. In such event, the unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from the Owners of all the Lots, including such purchaser, its successors and assigns.

8.6. Exempt Property. Notwithstanding anything to the contrary contained in this Declaration, the Articles, Bylaws, and Amendments thereto, the following property shall be exempt from the payment of Base Assessments and Special Assessments:

A. All Common Areas; and

B. All property dedicated to and accepted by any governmental authority or public utility.

ARTICLE IX

ESTABLISHMENT AND ENFORCEMENT OF LIENS

9.1. Lien for Assessments. All Assessments authorized in this Declaration, together with interest at the highest rate allowed by Georgia law as computed from the date the delinquency first occurs, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Lot against which each Assessment is made. Each such Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and any subsequent grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except as

otherwise set forth herein. Under no circumstances shall the Board suspend the voting rights of a Member for nonpayment of any Assessment.

9.2. Effective Date of Lien. The Association's lien for unpaid assessments shall be effective only from and after the time of recording of a written, acknowledged statement by the Association which sets forth the amount due to the Association, in the public records of Camden County, Georgia and Brantley County, Georgia. Upon recording, the Association shall have a perfected lien for unpaid Assessments prior to and superior to all other liens, except for the following: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record secured by a deed to secure debt made in good faith and for value. Upon full payment of all sums secured by the Association lien and costs and fees accrued in connection therewith, the Association shall execute a Satisfaction of Lien in a form which may be recorded in the public records of Camden County, Georgia and Brantley County, Georgia.

9.3. Remedies. In the event any Owner shall fail to pay his or her Assessments within fifteen (15) days after the same becomes due, the Association, through its Board, may exercise any of the following remedies:

A. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

B. To advance funds on behalf of the Owner. The funds so advanced, including reasonable attorneys' fees and expenses, and the cost to borrow funds, if necessary, incurred in connection with such advance, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association in the same manner as any other Assessment.

C To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessments, together with interest at the highest rate allowable by law, costs and attorneys' fees, without thereby waiving any lien rights of foreclosure by the Association.

The foregoing remedies shall be in addition to any rights or remedies now or hereafter provided by law or equity, and all rights and remedies shall be cumulative and not exclusive of each other.

9.5. Rights Upon Foreclosure. The Association, acting on behalf of the Owners, shall have the right to bid on and purchase any Lot at any foreclosure sale and to acquire title to and hold, lease, mortgage, and convey the same. During the period in which the Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf (b) no Assessment shall be assessed or levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Any action to recover a money judgment for unpaid Common Expenses, together with all charges and expenses incurred in connection therewith, including attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE 12

INSURANCE

Section 12.1 Insurance by Association. The Association shall obtain and continue in effect such insurance in such amounts and coverages as the board shall from time to time determine to be appropriate, necessary or desirable. All costs associated with such insurance shall be a Common Expense.

Section 12.2 Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all such casualty, liability and other insurance with respect to such Owner and such Owner's lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots or improvements thereto in any manner.

Section 12.3 Destruction of Improvements. If any structure upon a Lot is substantially damaged or destroyed, the Owner thereof shall, within a reasonable time after such casualty, remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. Dangerous conditions shall be addressed and neutralized immediately. The owner shall either repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical, or raze and remove such damaged structure. If an Owner fails to comply with this provision the Association shall have the right to do so on behalf of such Owner and the cost thereof shall be levied against such Owner and his Lot and shall be enforceable as a special assessment with respect to that Lot.

ARTICLE IX

ARCHITECTURAL CONTROL

11.1. **Architectural Control Committee.** The function of the Architectural Control Committee ("ACC") is to ensure that all structures and improvements or modifications thereto are designed and constructed in compliance with the requirements set forth herein. The Board shall have the authority and standing, on behalf of the Association, to enforce the decisions of the ACC. Prior to the Turnover Date, this Article may not be amended without the Declarant's written consent.

11.2. **Community-Wide Standard.** The ACC shall regulate the design, construction, and appearance of all property improvements to best preserve and enhance property values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and in order to ensure compliance with the Community-Wide Standard; provided, however, that nothing contained in this Declaration shall give the ACC the authority to regulate or control the design, construction or maintenance of improvements by the Declarant.

The Community-Wide Standard adopted by the ACC shall incorporate and encourage the use of measures to maximize the conservation of energy through design, siting and orientation of buildings, the use of sunlight, wind and shade of natural vegetation to cool, ventilate and light development, and the installation of energy efficient heating and cooling equipment and building materials.

11.3. **General Provisions.**

A. The Architectural Control Committee (shall consist of two (2) or more persons. The initial members of the ACC shall be appointed by the Declarant, and the initial members shall hold office until the Turnover Date, unless otherwise provided by the Declarant. Thereafter,

each new member shall be appointed by the Board. Members of the ACC shall hold office until the earliest of either of the following dates: 1) the date the member resigns or is removed, or 2) one year from the date the member took office. Notwithstanding anything to the contrary contained herein, each and every member of the ACC may be removed, with or without cause, in the sole and absolute discretion of the party who appointed said member.

The ACC shall meet from time to time as necessary to perform its duties hereunder.

B. The address of the ACC shall be the principal office of the Association as designated by the Board. Such address shall be the location for the submission of plans and specifications and the location where the architectural standards, if any, shall be kept.

C. Application for architectural change shall be made by the applying Owner on forms prepared by the ACC. The completed application together with all plans and specifications as well as any damage deposit fee shall be submitted to the ACC. Decisions of the ACC shall be forwarded in writing to the applying Owner.

11.4. Failure to Approve. In the event the ACC fails to approve, modify, or disapprove an application within thirty (30) days after plans and specifications have been submitted, in accordance with its adopted policies and procedures, approval shall be deemed granted.

11.5. Rejection of Plans and Specifications. In the event plans and specifications submitted to the ACC are not approved, the party or parties making such submission may appeal the decision of the ACC by submitting a written appeal to the Board not more than thirty (30) days following the final decision of the ACC. Thereafter, the Board shall have forty-five (45) days to review the appeal and render its decision. The Board may reverse or modify the decision of the ACC by a majority vote of the Board. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the appellant.

11.6. Conditions.

A. No construction, which term shall include, without limitation, staking, clearing, excavation, grading and other site work; plantings, or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements of this Article have been fully met, and until approved by the ACC.

B. No construction of improvements (including, without limitation, dwellings, garages, sheds, pools, saunas, spas, jacuzzis, screen enclosures, buildings, mailboxes, dog runs, animal pens, or fences), decorations, attachments, fixtures, alterations, repairs, painting, or other work shall be erected, constructed, affixed, placed, or altered on any Lot until the proposed plans and specifications, exterior colors and/or finishes, landscaping plan, and plot plan showing the proposed location of such improvements shall have been approved by the ACC, its successors or assigns. The rejection of plans and specifications is within the sole discretion of the ACC and may be based solely upon aesthetic considerations. One (1) copy of all plans and specifications shall be furnished to the ACC for its records. No permission or approval shall be required to repaint any Improvement in accordance with the originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel or paint the interiors of any previously approved dwelling or structures on a Lot.

C. No additional plantings shall be permitted on that portion of any Lot, which may be maintained by the Association, except as may be approved by the Association. The Association shall not approve any plant on the Native Plant Society's Exotic and Invasive List.

D. Unless specifically excepted by the ACC, all improvements shall be completed within twelve (12) months from the date of commencement of said improvements.

E. No construction requiring the approval of the ACC shall be commenced unless and until a refundable debris deposit of \$1,000.00 and a \$1,500.00 plan and specification review and inspection fee deposit has been delivered to the Association. The debris deposit may be used to eliminate any debris left on the Property or to repair any damage to the Common Property caused by said construction. The plan and specification review and inspection fee deposit shall be used for the payment of any professionals engaged by the ACC to assist in the review of the plans and specifications and inspections. In the event the cost of debris removal and/or repairs of any damage to the Common Property exceeds \$1,000.00, or the plan and specification review and inspection fee exceeds \$1,500.00, the Owner shall pay the difference to the Association within ten (10) days after written notice by the Association. Any excess debris deposit or plan and specification review and inspection fee deposit shall be returned to the Owner upon completion of the repairs or review. The foregoing notwithstanding, the plan and specification review and inspection fee shall not exceed \$2,500.00.

F. No approval by the ACC, whether by affirmative action of the ACC or failure of the ACC to reject an application within the applicable time period, shall be deemed a waiver of any right to withhold approval with respect to subsequent amendments, modifications or supplements to the original plans and specifications, or with respect to similar plans and specifications.

G. All construction, alterations, and other modifications shall also be subject, independent of these provisions, to all applicable governmental, regulatory, and administrative laws, ordinances, rules, regulations, orders, and decrees then in effect.

H. All construction and other site improvements shall utilize best management practices to prevent the discharge of turbid or otherwise polluted water or sediment into Conservation Areas.

I. Certain components of the Surface Water Management System, including some or all of the following, shall be located on each Lot: surface water detention and water quality lakes or ponds, conveyance and water quality shallow drainage ditch(es), and intermediate or minor water control structures (collectively, the "Lot Drainage System"). The location and size of the elements of the Lot Drainage System to be constructed on any particular Lot shall be as shown on the Construction Plans (as defined below) and the Master Plan (as defined below). The proposed plans and specifications shall designate that the applicable elements of the Lot Drainage System to be located on the Lot will be constructed in accordance with the Construction Plans and the Master Plan.

J. Prior to the Issuance of a building permit for the construction of Improvements on any Lot, the Owner must:

(i) Obtain the required review and/or authorization from Camden County, Georgia and Brantley County, Georgia, for the construction of the Lot Drainage System, including on-site excavation of any fill material

(ii) Thereafter construct said Lot Drainage System improvements in accordance with the provisions set forth in Article XX.

11.7. Variances. The ACC may authorize variances from compliance with any of the provisions of the architectural standards, when factors such as topography, natural obstructions, hardship, aesthetics, or environmental considerations require, but only in accordance with adopted Rules and Regulations and only when under unique circumstances. For the purposes of this paragraph, the inability to obtain approval of any governmental agency; the issuance of any permit; or the terms of any financing shall not necessarily be considered a hardship warranting a variance. The granting of a variance shall not operate as a waiver of any of the terms and conditions of this Declaration as amended or supplemented from time to time, nor shall it affect the Owner's obligation to comply with all applicable governmental, regulatory, and administrative laws, ordinances, rules, regulations, orders, and decrees then in effect. Notwithstanding anything to the contrary contained in the foregoing, no variance authorized hereunder shall be effective unless approved by the Board in writing.

11.8. Inspection of Work. Any work undertaken pursuant to these provisions shall be inspected by the ACC as follows:

A. Upon completion, the Owner shall provide the ACC with written notice that the work is completed and ready for inspection by the ACC.

B. Within ten (10) days thereafter the ACC or its duly appointed representative shall inspect the improvement. If the ACC concludes that such work was not completed substantially in accordance with the approved plans and specifications, it shall provide written notice to the Owner within said ten (10) days noting each and every deficiency with particularity and requiring the Owner to remedy such deficiencies. If for any reason the ACC fails to so inform the Owner within ten (10) days of receipt the Owner's notice of completion, the improvement shall be deemed completed in accordance with the approved plans.

C. If, upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such deficiency, then the ACC shall notify the Board of such failure. Upon notice and hearing, the Board shall determine whether such deficiency constitutes non-compliance with the approved plans and specifications. If the Board concludes that the improvement fails to comply with the approved plans and specifications, the Board shall notify the Owner in writing noting each and every deficiency with particularity, and thereafter the Owner shall have forty five (45) days to remedy all deficiencies. If the Owner fails to remedy such deficiencies within the applicable time period, then the Board shall have the right, but not the duty, to take any and all required remedial action and the expense of such action shall be paid promptly by the Owner upon written demand from the Board. In the event that the Owner fails to promptly pay such expenses, the Board shall levy a Special Assessment against the Owner, and may collect and enforce said Special Assessment in accordance with the terms and provisions of this Declaration.

11.9. Release of Liability. Neither the plans and specifications, nor completed work are reviewed or inspected by the ACC or its agents for sound engineering design, structural safety, or compliance with applicable building codes. Approval of either shall not constitute an endorsement by the ACC. Neither the ACC, the members thereof, the Association, the Members, the Board, nor the Declarant shall be liable in any manner whatsoever for any loss or injury

resulting from or in any way connected to the performance or non-performance by the ACC hereunder.

ARTICLE XI

USE RESTRICTIONS

12.1. Residential/Agricultural Uses. The lots shall be used only for bona fide agricultural or residential and related uses.

12.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the property in addition to those contained herein. such regulations and use restrictions shall be binding upon all owners, occupants, and all parties entering upon the property, until such time that such regulations and use restrictions are overruled, canceled, or modified pursuant to a regular or special meeting of the association by members representing a majority of the votes of the Association. The following are the initial use restrictions:

A. Signs. No sign, symbol, name, address, notice or advertisement shall be erected, inscribed or exposed upon any Lot or Improvement thereon, or the Common Property, without the prior written approval of the Board. Notwithstanding anything to the contrary contained in the foregoing, the Board or the Declarant shall have the right to erect signs, as each may deem appropriate, in its sole discretion.

B. Vehicles/Parking and Garages. Except for horse trailers, no motorcycle, truck trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (i.e., any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any Lot or any other part of the Property unless parked inside a garage or otherwise hidden from the view of other Lots and the platted paths and roads. No vehicles, except for commercial vehicles, vans or trucks delivering goods or furnishing services during daylight hours, shall be parked upon any portions of the Common Property. The Association shall have the right to remove any vehicle in violation of this provision and the expense of doing so, including attorney's fees, if any, shall be borne by the vehicle Owner. No garage, trailer, or other vehicle shall be used as a living area.

C. Occupants Bound. All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Lot.

D. Minimum Residential Sizes. The following shall apply to all Residential Dwellings located on any Lots:

(i) If constructed, no principal Residential Dwelling, shall contain less than fourteen hundred square feet (1,400 sq. ft.) of air conditioned/heated living area, excluding attached garages (but including living space above attached garages), green houses, screened porches, covered patios or entry ways, outbuildings, detached guest houses and caretakers apartments in stables. Detached guest houses air conditioned living area, excluding attached garages, shall not exceed fifty percent (50%) of the air conditioned living area of the primary residence, excluding attached garages. Any two (2) story primary residence shall contain a

minimum of one thousand square feet (1,000 sq. ft) of air-conditioned living area on the ground or first floor.

(ii) The Residence shall be of a design and construction method that would be considered standard style in Georgia and not radical in nature. No mobile homes, doublewides, modular units, or any other type of prefabricated packaged homes shall be allowed. The outside finish of the primary residence shall be wood, brick, stone, stucco, or any other material normally used in the construction of homes in Georgia. In addition to the residence, barns, stables and outbuildings shall be permitted subject to approval by the ACC as to use, location and architectural design. Travel trailer and recreational vehicles may be garaged or kept in the rear of a residence, but shall not be used for living purposes at anytime.

(iii) All living quarters, principal or otherwise, shall be subject to the same exterior architectural standards. Residential sizes and other standards established by this Declaration or by the ACC may be more restrictive, but may not be less restrictive than applicable residential standards established by Camden County Georgia and Brantley County, Georgia. In each and every Instance in which a more restrictive standard is established by this Declaration or by the ACC, the more restrictive standard shall apply. Whenever, the Declaration or the ACC fails to establish a standard, then, in such event the standards established by Camden County, Georgia and Brantley County, Georgia, shall apply.

E. Temporary Structures/Mobile Homes. No manufactured housing, mobile homes, trailers, or similar structures, nor any structure of a temporary nature shall be placed upon any Lot or anywhere within the Property, at any time; provided, however, that nothing contained herein shall preclude the Declarant from placing any temporary structure of any nature whatsoever upon the Property until such time that the Declarant no longer owns any Lot.

F. Carports/Pole Barns. No carports, pole barns, or similar shelters shall be constructed upon any Lot; provided, however, pole barns may be constructed on lots larger than 2 acres for the sole and limited purpose of storing large farm equipment Nothing contained in the foregoing shall be deemed to permit any Owner to store rakes, shovels and/or other small equipment openly in any pole barn, and all such equipment shall be stored appropriately and hidden from view.

G. Enclosed Barns. Notwithstanding anything to the contrary contained in the foregoing or elsewhere in this Declaration, any Owner of a lot greater than 2 acres shall have the right to construct an enclosed barn (as opposed to an open-style pole barn) and/or stable without constructing a residence on his/her Lots; provided, however, that applicable components of the Lot Drainage Systems shall be constructed on such Lot as well, all in accordance with the applicable provisions of this Declaration.

H. Setbacks. No improvements, including, without limitation, structures, pools, patios and screen enclosures, but excluding fences, shall be constructed on any Lot except in compliance with minimum building Setback requirements established by the ACC and set forth in this Declaration. Setbacks may be more restrictive, but may not be less restrictive, than applicable setbacks established by Camden County, Georgia and Brantley County, Georgia. The initial minimum building Setbacks are as follows:

Front = 30 feet

Rear = 20 feet

Side = 20 feet

Modifications of the minimum building Setbacks established by the ACC herein may only be made by, and shall only be effective upon, the recording of an Amendment to this Declaration.

I. The discharge of firearms and weapons within the properties is prohibited except with the prior written approval of the directors and the ACC.

J. Mining Operations/Excavating. No mining, quarrying, drilling, or other means of extracting minerals of any kind whatsoever shall be permitted upon any Lot or anywhere within the Property; provided, however, nothing contained in the foregoing shall be construed to prohibit excavation for the purpose of obtaining fill for the construction of Lot improvements, or the construction of Lot Drainage System improvements, permitted by applicable laws, regulations, and this Declaration.

K. All construction of Lot Drainage System improvements must comply with the provisions of Article XX (Surface Water Management System).

L. Nuisance or Illegal Use. No Owner, their family members, guests, invitees, licensees, employees, or agents, shall make use of any Lot in a manner which violates any laws, ordinances, or regulations of any governmental authority having jurisdiction over the Property, or which constitutes an ultra hazardous activity, or which results in any noxious or offensive sight, activity, noise, or odor, or which is or may become a nuisance, annoyance, or source of embarrassment to other Owners.

M. Unsightly Conditions. All exotic and/or nuisance vegetation, rubbish, junk vehicles, or unsightly materials or objects of any kind shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick up days), all machinery and equipment, and other similar items of personal property shall be obscured from view from adjoining streets, Lots or Common Areas. All Lots, including improvements, shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. All improvements shall be rebuilt, repaired and restored as approved by the ACC in the event damaged by fire, windstorm, hurricane or other casualty. In the event an Owner fails to maintain the Lot or improvements as required, for a period of thirty (30) days following written notice from the Association, the Association shall have the right, but not the obligation, in its sole discretion, to clear any rubbish, refuse or unsightly debris, from any such Lot at the Owner's sole expense. All expenses related to the foregoing, together with interest thereon at the maximum rate permitted by law, shall be charged to the Owner and shall become a lien on the Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

N. Pools, Tennis Courts, and Other Court Games or Structures. No swimming pools, tennis, basketball, or other courts games shall be constructed in front of the rear line of any Residential Dwelling, nor within any Setback or easement.

O. Artificial Vegetation, Exterior Sculptures and Similar Items. No artificial vegetation, exterior sculpture, fountains, flags and similar items shall be permitted on any Lot without the prior written approval of the ACC. Notwithstanding the foregoing, Owners may display one portable, removable United States flag or official flag of the State of Georgia in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner the United States Army, Navy, Air Force,

Marine Corps, or Coast Guard regardless of any declaration rules or requirements dealing with flags or decorations.

P. Energy Conservation Equipment. No solar heating systems, solar energy collector panels and attendant hardware, or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of mechanical equipment and shall not project more than one and one half (1.5) feet above the surface of the roof of a Lot. All solar systems and other energy conservation equipment must remain hidden from view of other Lots and the platted paths and roadways. This provision is not intended to prohibit the use of solar energy devices.

Q. No animal(s) may be kept on any Lot, which in the judgment of the Board, results in a nuisance or is obnoxious to other Owners. For the purpose of this provision, all animals of mean or of violent temperament shall be deemed a nuisance and thereby prohibited. No animal shall be permitted in any of the Common Areas unless under the control of a leash; provided, however, that nothing contained herein shall prohibit the riding of horses within the Bridle Path's or other designated areas. Each Owner agrees to indemnify the Association, and hold it harmless against any loss of liability resulting from or related to animals owned or brought upon the Owner's Lot.

R. Horses, ponies, cattle, goats and fowl are expressly permitted on the properties. The number allowed on any lot shall be no more than the equivalent of two (2) horse units per acre as defined by the Water Management District. In addition, all horse and cattle diets shall be properly supplemented to prevent overgrazing resulting in exposed soil without proper ground cover. All Owners shall properly fence all areas where livestock is maintained in accordance with the provisions of this Declaration. By way of example and not by limitation, swine are not permitted on the properties.

S. Antennas, Clothing. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Lot, without the prior written approval of the ACC which shall not be withheld in contravention of applicable law or ordinance. No clothing, laundry or wash shall be aired or dried on any of the Lots in the areas exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the ACC, and only when concealed from view by approved screening or fencing.

T. Nuisance or illegal Use. No Owner, nor their family members, guests, invitees, licensees, employees, or agents, shall make use of any Lot in a manner which violates any laws, ordinances, or regulations of any governmental authority having jurisdiction over the Property, or which constitutes a hazardous activity, or which results in any noxious or offensive sight, activity, noise, or odor, or which is or may become a nuisance, annoyance, or source of embarrassment to other Owners.

U. Unsightly Conditions. All improvements shall be rebuilt, repaired and restored as approved by the ACC In the event damage by fire, windstorm, hurricane or other casualty. In the event an Owner fails to maintain the Lot or improvements as required, for a period of thirty (30) days following written notice from the Association, the Association shall have the right, but not the obligation, in its sole discretion, to clear any rubbish, refuse or unsightly debris, from any such Lot at the Owner's sole expense. All expenses related to the foregoing, together with interest thereon at the maximum rate permitted by law, shall be charged to the Owner and shall

become a lien on the Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

V. Fencing: Any fencing along the front boundary lines of each Lot must be four (4) boards. Any fencing along the side boundary lines may be three (3) or four (4) boards. Rear boundary lines may be fenced using any other material typically used for the containing of livestock inclusive of barbed wire, electric wire, wood, etc. In all cases, all wood three (3) or four (4) board fences must be constructed of black painted or creosote soaked wood. Where the side line of a Lot is contiguous with the rear boundary line of an adjacent Lot, the rear boundary line which is contiguous with the side line of the adjacent Lot must then be fenced using three (3) or four (4) board black painted creosote soaked wood.

W. Environmental Contamination. Each Owner shall at all times comply with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767,42 USC 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and all amendments thereto, and shall keep their Lot(s) free of all hazardous material, substances, wastes or other environmentally regulated substances, except as otherwise permitted by law.

X. Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals, ditches or other ground or surface waters within the Property shall be installed, constructed or operated by an Owner within the Property except in accordance with the terms, conditions and regulations of this Declaration and the Environmental Resource Permit, as amended from time to time.

Y. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person may obstruct, divert, or otherwise impair the flow of water through any canal, swab, retention/detention area, storm sewers, storm drains or Conservation Area, without the prior written approval of the Association. Declarant hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow as deemed appropriate in its sole and absolute discretion. Individual Lot septic systems may only be constructed with the approval of the Association, and in strict compliance with local building, zoning, and health regulations.

Z. Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wail, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

AA. Hurricane Season. Each Owner who intends to be absent from his/her home during the hurricane season (June 1 through November 30 of each year) shall prepare his/her Lot prior to departure in the following manner:

(i) Remove all furniture, potted plants and other movable objects from his yard;
and

(ii) Designate a responsible person to care for his Lot in the event (a) the National Weather Service ("NWS") issues a hurricane or tropical storm warning & and/or (b) the Lot suffers damage, and (c) notify the Association in writing as to the identity and phone number of such person or firm. Such person or firm shall contact the Association for permission to install

temporary hurricane shutters or extend permanently installed hurricane shelters, which must be removed or retracted, as the case may be, within five (5) days of the date when the threat from the immediate storm subsides.

BB. Rules and Regulations. The Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall provide written notice to each Owner in violation of the Rules and Regulations and give the owner fifteen (15) days in which to cure the violation.

CC. Easements Not Shown on Plat. Unless otherwise shown on the Plat, or otherwise established by the Declarant pursuant to the authority set forth in this Declaration, no portion of the Property, including, without limitation, any Lot or Common Property, shall be used as a pedestrian or vehicular easement, roadway or otherwise used as a means of access, ingress, or egress from a Lot to any other property either within or outside of TIMBERLAND ESTATES.

DD. Bridle Paths. Bridle Paths shall be used only for equestrian purposes and such other purposes expressly set forth in this Declaration and the Plat. The use of motorized vehicles, including, without limitation, cars, trucks, motorcycles, ATV's, other than those required to maintain these areas, and the construction of improvements, fences, and other structures which interfere with the use of the Bridle Paths, is prohibited

1.Environmental Resource Permit/Waste Management Plan. The shall at all times abide by and comply with the Environmental Resource Permit and the Waste Management Plan.

ARTICLE XIII

DECLARANT'S RIGHTS

The Declarant's rights set forth in this Article shall be in addition to any other rights the Declarant may have by law and those otherwise set forth in other provisions of this Declaration.

13.1. Declarant's Transfer Rights. Any or all of the special rights and obligations of the Declarant may be transferred or assigned to other Persons provided: 1) the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that contained herein, and 2) no such transfer shall be effective unless in writing signed by the Declarant and duly recorded in the public records of Camden County, Georgia and Brantley County, Georgia.

13.2. Declarant's Sales of Lots. Notwithstanding any provisions contained in the Declaration to the contrary, for as long as the Declarant holds any interest in the Property, the Declarant shall have the right to maintain facilities and undertake activities upon the Common Property which, in the Declarant's sole and absolute discretion, may be reasonably required, convenient or incidental to the sale or development of the Lots, and/or the Property, including, but not limited to, business offices, signs, models and sales offices. The right to maintain and carry on such facilities and activities shall include the right to use Lots owned by the Declarant, and any facility which may be owned by the Association, for the furtherance thereof, together with an easement for access to same.

13.3. Right of Approval. So long as the Declarant continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property prior to the Turnover Date, without Declarant's written consent thereto. Any such Instrument recorded without the

Declarant's written consent, as required herein, shall be void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

13.4. Easements. At any time prior to the Turnover Date, the Declarant shall have the right, in its sole discretion, to grant additional easements over the Common Areas and/or Declarant's property.

13.5. Termination of the Declarant's Rights. Prior to the Turnover Date, neither this Article, nor any of Declarant's rights under the Declaration, may be amended or terminated without the express written consent of the Declarant.

13.6. Interpretation of the Declarant's Rights. In the event any term or provision in this Declaration, the Homeowners Documents, and any related document, respecting the rights of the Declarant, including, without limitation, those respecting voting, Assessments, or the right to amend this Declaration, shall be deemed invalid, such provision shall not be stricken but shall be deemed amended and construed to provide the Declarant, at all times and in all instances, with the maximum rights permitted by law.

ARTICLE XIV

MORTGAGEE PROVISIONS

The following provisions are for the benefit of Institutional Mortgagees secured by a Deed to Secure Debt:

14.1. Notices of Action. Upon receipt of written request from an Institutional Mortgagee, the Association shall provide such Institutional Mortgagee with timely written notice of each of the following:

A. Any condemnation or casualty loss which affects a material portion of the Property or which affects any Lot that is encumbered by a first mortgage held by such Institutional Mortgagee.

B. Any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the first mortgage of such Institutional Mortgagee, where such delinquency has continued for a period of sixty (60) days.

C. Any violation of the Homeowners Documents by an Owner of a Lot subject to the first mortgage of such Institutional Mortgagee, where such violation is not cured within sixty (60) days after notice thereof.

D. Any lapse, cancellation, or material modification of any insurance policy which is maintained by the Association and which contains a provision naming the Institutional Mortgagee as an additional insured.

E. Any proposed action requiring the approval of all or a portion of the Institutional Mortgagee.

14.2. Special FHLMC Provision. This section shall be deemed a part of the Declaration or so long as the following provisions are required by the Federal Home Loan Mortgage Corporation. These provisions shall be in addition to and not in lieu of any other rights or obligations provided under this Declaration. Unless first approved by at least 67% of the Institutional Mortgages or 67% of the Members, the Association shall not:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer, directly or indirectly, all or any portion of the real property comprising the Common Areas which the Association owns (the granting of easements for public utilities or other similar

purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection).

B. Change the method of determining the obligations, Assessments, or other charges, which may be levied against an Owner.

C. By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance, construction, and maintenance of Lots, Residential Dwellings, and the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.).

D. Fail to maintain insurance, as required by this Declaration.

E. Use hazard insurance proceeds arising from the damage or destruction of Common Areas or Association Property, for any purpose whatsoever other than the repair, replacement or reconstruction of such property.

Institutional Mortgagees may, collectively or individually, pay taxes or other charges which may or have become a charge against the Common Area, pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of an Association policy. Such Institutional Mortgagees making such payments shall be entitled to reimbursement by the Association.

14.3. Other Provisions for Institutional Mortgagees. To the extent permissible under Georgia law:

A. Any restoration or repair of the Property after a partial condemnation or damage resulting from an uninsurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications as approved by the ACC.

B. Any election to terminate the Association after substantial destruction or substantial taking in condemnation shall require the approval of at least 67% of the Institutional Mortgagees.

14.4. No Priority. No provision of the Homeowners Documents shall be construed as giving any Owner priority over any rights of any Institutional Mortgagee of any Lot with respect to the distribution of insurance proceeds or condemnation awards resulting from any loss or damage to the Common Areas.

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

14.6. Amendment by the Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently modify or eliminate any of their respective rules, regulations, or requirements that necessitate the provisions of this Article, the Board, without approval of the Owners, may amend this Article to reflect such changes.

14.7. Failure of Mortgagee to Respond. Any mortgagee who is sent, by certified or registered mail, return receipt requested, written request to respond to any action contemplated by the Association or the Board, and fails to respond within thirty (30) days from the date thereof, shall be deemed to have approved such action.

ARTICLE XV

ENFORCEMENT OF DECLARATION

This Declaration may be enforced by any proceeding at law for damages or any proceeding in equity to compel compliance with its terms or to prevent any future violation or breach of any of the covenants, terms, conditions, and restrictions contained herein or in the Homeowners Documents. The terms, conditions, covenants, and restrictions of this Declaration and the Homeowners Documents may be enforced by the Declarant, the Association, or any Member; provided, however, any Member who takes any action to enforce this Declaration, or the Homeowners Documents, shall indemnify and hold harmless the Declarant and the Association from any loss or expense arising from or related to such action, including but not limited to reasonable attorney's, paralegals' and other professionals' fees, whether prior to or at trial and in any appellate or bankruptcy proceeding. In the event such Member fails to meet its obligation to indemnify and hold harmless the Association, all costs incurred by the Association as a result thereof shall be charged against the Lot and the Owner thereof in accordance with the provisions of this Declaration. Said charge shall be deemed a Special Assessment and shall constitute a lien on the Lot, enforceable in the same manner as other Assessments as set forth in this Declaration.

ARTICLE XVI

AMENDMENTS

16.1. Amendments Generally. Until the first conveyance of a Lot by the Declarant to an Owner other than the Declarant ("Amendment Date" the Declarant may, in its sole discretion, amend any provision in this Declaration and the Homeowners Documents, including, without limitation, those provisions respecting the payment of Assessments; subject, however, to the provisions of Section 16.2 below. Thereafter, other than an amendment terminating this Declaration, the Declaration may only be amended by the following: (1) consent of the Members representing at least 51% of the Class "A" votes, and if prior to the Turnover Date, (2) the consent of the Declarant; provided, however any amendment which materially changes any provision of this Declaration, the Bylaws or Articles, or which adds material provisions thereto, which establish, provide for, govern, or regulate any of the following, shall also require the consent of 51% of the Institutional Mortgagees:

- A. Voting;
- B. Assessments, assessment liens, or subordination of such liens;
- C. Insurance or fidelity bonds;
- D. Rights to use the Common Areas;
- E. Responsibility for maintenance and repair of the Property;
- F. Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Association.
- G. Boundaries of any Lot;
- H. Leasing of any Lot;
- I. Any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot; or

J. Any provisions included in the Declaration, By Laws, or Articles for the express benefit of any Institutional Mortgagee who is the holder, guarantor, or insurer of any first mortgage on the Lots.

16.2. Scrivener's Errors. Prior to the Turnover Date, the Declarant may amend this Declaration in order to correct any scrivener's error or similar defect or omission without the consent of the Members or the Board, provided that such amendment is reasonable and does not materially affect the rights of the Members. Such an amendment shall be executed by the Declarant and a copy furnished to each Member, the Association, and all Institutional Mortgagees as soon as practicable after the recording thereof in the public records of Camden County, Georgia and Brantley County, Georgia.

16.3. Effective Date of Amendments. Any amendment to the Declaration shall be effective upon the recording of such amendment in the public records of Camden County, Georgia and Brantley County.

ARTICLE XVII

CONVEYANCES

The sale or lease of Lots shall be subject to the following restrictions:

17.1. Notice to Association. Every Owner other than the Declarant, who sells, leases, or otherwise conveys any interest in their Lot, shall provide the Association with written notice within ninety (90) days after: (i) the closing date of the sale or conveyance of the Lot, or (ii) the effective date of any lease. The foregoing notice shall include the name, address, and telephone number (and fax number if applicable) of the new Owner or lessee, and shall include a written agreement signed by the new Owner or lessee agreeing to comply with the terms and provisions of this Declaration. In the event the Lot is sold, it shall then be the responsibility of the new Owner to provide the Association with a recorded copy of the deed. It is not the intention of this Article to grant the Association a right of first refusal to purchase or lease the Lot, or a right to approve the purchaser(s), grantee(s) or lessee(s). It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association advised of any changes in occupancy or ownership.

17.2. Lease Agreement Terms. Any and all lease agreements between an Owner, other than the Declarant, and a lessee of such Owner shall: 1) be in writing; 2) provide for a term of not less than six (6) months; 3) provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration; 4) provide that failure by the lessee to comply with the terms and provisions of this Declaration shall constitute a material default and breach of the lease agreement; and 5) designate which party shall be responsible for the payment of Assessments; provided, however, nothing contained in any lease agreement shall relieve the Owner of the obligation to pay Assessments and the Owner shall remain primarily liable. During the term of any lease, the lessee shall be entitled to the Owner's rights of use and enjoyment of the Common Areas and facilities, and the Owner shall be deemed to have relinquished said rights during such period.

17.3. Delinquent Lot Owners. Notwithstanding anything to the contrary contained herein, in the event an Owner is delinquent in paying any Assessment, or the Owner, new owner, family, guests, agents, licensees or invitees, are not in compliance with any provisions of the Homeowners Documents, then, in such event, the Association may withhold its approval of any sale; and in the case of lease, the right to disapprove of and to void any lease at any time prior to

or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

ARTICLE XVIII

TERMINATION

18.1. CONSENT TO TERMINATION. THE CONSENT OF EACH OF THE FOLLOWING: (1) MEMBERS REPRESENTING AT LEAST 67% OF THE VOTES; AND (2) THE DECLARANT IF IT IS PRIOR TO THE TURNOVER DATE; AND (3) 67% OF THE INSTITUTIONAL MORTGAGEES, SHALL BE REQUIRED TO TERMINATE THE ASSOCIATION.

18.2. TERMINATION AND DOCUMENTS. THE FOLLOWING COVENANTS AND RESTRICTIONS SHALL REMAIN IN EFFECT, NOTWITHSTANDING THE TERMINATION OF THIS DECLARATION, AND ANY DOCUMENT(S) TERMINATING THIS DECLARATION SHALL PROVIDE THE FOLLOWING:

A. That all Lots shall continue to be used solely as provided in Section 12.1 of this Declaration;

B. All Common Areas shall be owned and held in equal shares by the Owners as tenants in common, and each Owner shall remain obligated to pay his pro-rata share of expenses to continually maintain the Common Property; and

C. Each and every provision related to the monitoring and maintenance of the Conservation Areas (including the Preserve Area Management Plan) and Surface Water Management System shall remain in effect, unless expressly released in writing by Camden County, Georgia and Brantley County, Georgia, as appropriate.

18.3. Limitation on Termination. This Declaration may not be terminated for a period of twenty-five (25) years from the recording of this Declaration. This Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the expiration of either the initial twenty-five (25) year period or any successive ten (10) year period, an instrument terminating this declaration is recorded in the public records of Camden County, Georgia and Brantley County, Georgia. No instrument purporting to terminate this Declaration shall be effective unless executed by the Members representing at least 67% of the votes, 67% of the Institutional Mortgagees, and if prior to the Turnover Date, the Declarant.

18.4. Ownership of Surface Water Management System. If the Association is terminated, all interests held by the Association in the Surface Water Management System, both real and personal property, shall be conveyed to the agency of local government determined to be acceptable and if not accepted thereby, then to a similar non-profit corporation for the operation and maintenance thereof.

ARTICLE XIX

MAINTENANCE AND MONITORING OF CONSERVATION AREAS

19.1. CONSERVATION AREAS. THE DECLARANT SHALL BE RESPONSIBLE FOR THE INITIAL REMOVAL OF EXOTIC VEGETATION, INITIAL WETLAND MONITORING, ANY INITIAL REPLANTING, IF NECESSARY, AND INSTALLATION OF MARKERS/SIGNS IN THE CONSERVATION AREAS; PROVIDED, HOWEVER, THAT THE COST THEREOF SHALL BE AN EXPENSE OF THE ASSOCIATION AND ASSESSED TO THE MEMBERS AS A COMMON EXPENSE. ALL CONSERVATION AREAS SHALL BE MAINTAINED PURSUANT TO THE TERMS OF THE

ENVIRONMENTAL RESOURCE PERMIT, THIS DECLARATION AND ALL AMENDMENTS THERETO, APPROVED BY THE CAMDEN COUNTY, GEORGIA and BRANTLEY COUNTY, GEORGIA, AND OTHER APPROPRIATE GOVERNMENTAL AGENCIES. UPON REASONABLE NOTICE, THE OWNERS AND THE ASSOCIATION SHALL PERMIT REPRESENTATIVES OF ALL APPROPRIATE GOVERNMENTAL AGENCIES TO INSPECT AND MONITOR SUCH CONSERVATION AREAS. NOTWITHSTANDING THE FOREGOING AND THE PROVISIONS OF SECTION 19.3 BELOW, CERTAIN WETLANDS WILL BE PART OF THE SURFACE WATER MANAGEMENT SYSTEM AND SHALL BE USED BY THE OWNERS AND THE ASSOCIATION FOR DRAINAGE PURPOSES CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION AND THE ENVIRONMENTAL RESOURCE PERMIT.

19.2. MAINTENANCE OF CONSERVATION AREAS. ALL CONSERVATION AREAS, AND THE SIGNS/MARKERS IDENTIFYING THEM, SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THE ENVIRONMENTAL RESOURCE PERMIT, THIS DECLARATION, AND ALL AMENDMENTS THERETO. FURTHER, THE ASSOCIATION SHALL BE OBLIGATED TO ENFORCE THE TERMS AND PROVISIONS OF THE ENVIRONMENTAL RESOURCE PERMIT, THIS DECLARATION, AND ALL AMENDMENTS THERETO. UNLESS OTHERWISE PROVIDED HEREIN, THE COSTS AND EXPENSES TO MAINTAIN SUCH CONSERVATION AREAS SHALL BE ASSESSED TO THE MEMBERS AS A COMMON EXPENSE IN PERPETUITY.

19.3. PROHIBITED ACTIVITIES. PROHIBITED ACTIVITIES WITHIN THE CONSERVATION AREAS INCLUDE, WITHOUT LIMITATION:

A. Construction or placing of buildings, roads, signs, billboards or other advertising utilities or other structures on or above the ground;

B. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

C. Removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic vegetation in accordance with a governmentally approved maintenance plan or as is reasonably necessary to construct a fence allowed in accordance with Section 20.4(B) below;

D. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface, except as is reasonably necessary to construct a fence allowed in accordance with Section 20.4(B) below;

E. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition, and which also receive prior governmental approval, except as is reasonably necessary to construct a fence allowed in accordance with Section 20.4(B) below;

F. All other activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, or diking, or fencing (except as is allowed pursuant to Section 20.4(B) below);

G. Acts or uses detrimental to such retention of land or water areas; and

H. Acts or uses within Grantor's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

19.4. Enforcement Disclosure. _____ the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems in Conservation Areas under the responsibility or control of the Association. Such enforcement action may include, but is not limited to a civil action for an injunction and the initiation of code enforcement action.

ARTICLE XX

SURFACE WATER MANAGEMENT SYSTEM

20.1. Surface Water Management System. Except to the extent specifically provided otherwise in this Declaration, the Association shall be responsible for operating, maintaining and monitoring all aspects of the Surface Water Management System in accordance with the terms and provisions of the Environmental Resource Permit, this Declaration, and all amendments thereto, including, without limitation, any wetland monitoring which may be required pursuant to the Environmental Resource Permit, the private roadways, the Conservation Areas, control structures, drainage sub-basins/discharge limitations, and the dedicated drainage easements; and the Association shall also be the entity responsible for complying with all conditions of the Environmental Resource Permit including, without limitation, making all reports associated with the maintenance and monitoring of the Surface Water Management System and the Conservation Areas. Those portions of the Surface Water Management System not lying within the boundaries of any Lot shall be an element of the Common Area, it being the intent of this Declaration that the easements in the Surface Water Management System constituting Association Property (as set forth in Sections 7.1 and 7.2, and elsewhere in this Declaration), together with the fee title ownership of the Surface Water Management System in the Common Areas, following turnover of the Common Property to the Association, shall comprise the ownership interest of the Association in and to the Surface Water Management System.

20.2. Construction of Improvements by the Declarant. The Declarant shall be responsible for constructing the following improvements required pursuant to the Environmental Resource Permit and as noted in the Construction Plans for Timberland Estates as prepared by _____ dated _____, (“Construction Plans”): roadway and adjacent shallow drainage ditch(es), roadway control structures and certain other control structures as more particularly set forth in the site plan, drainage ditch and perimeter term. Thereafter, the Association shall be responsible for maintaining said improvements and complying with any and all conditions of such permitting, as more particularly set forth In Paragraph 20.1.

20.3. Approved as Criteria for Construction of Improvements. Prior to the construction of any improvements and development of individual Lots, or the use of any individual Lot (other than the required maintenance thereof, which shall not constitute a “use” under this provision), the Owner shall obtain the approval of the Association in accordance with this Declaration. Individual Lot development shall consist of the construction of the Lot Drainage System for such Lot, and such other improvements for the Storm Water Management System, in accordance with the Environmental Resource Permit issued.

- A. Detention ponds shall meet the following criteria:
- (i) Detention ponds shall be constructed to the minimum size shown in the Construction Plans.
 - (ii) Detention ponds shall have a minimum water surface width of one hundred feet (100’).
 - (iii) Detention ponds shall be located as shown on the Construction Plans.

(iv) Detention ponds shall not be connected to an outfall or receiving body, other than shown in the Construction Plans.

(v) Detention ponds shall not be used as an irrigation water source, unless the Owner obtains the appropriate permit and further, that such permit does not negatively affect the Environmental Resource Permit.

(vi) Detention ponds shall only be constructed within the location envelopes shown in the Construction Plans and the Master Plan.

B. Shallow drainage ditch(es) and terms shall meet the following criteria:

(i) All shallow drainage ditch(es) and terms shall be located outside of all Conservation Areas, except for construction of spreader shallow drainage ditch(es) within the proposed wetland buffers as specifically shown in the Construction Plans.

(ii) All shallow drainage ditch(es) and terms shall be constructed to the grades and dimensions shown in the Construction Plans.

(iii) Perimeter shallow drainage ditch(es) must be constructed in same configuration as minimum wetland perimeter swale, as shown in the Construction Plans.

(iv) Shallow drainage ditch(es) shall only be constructed in the locations where indicated in the Construction Plans.

C. Building and impervious coverage shall meet the following criteria:

(i) All Lots are permitted to have a maximum impervious (buildings, pavement, sidewalks, driveways, etc.) coverage as shown in the Construction Plans.

D. Water use:

(i) Other than the installation of a two-inch (2") well for domestic residential use, no other withdrawals from groundwater or surface water are authorized.

(ii) Additional use of ground or surface water will require a Consumptive Use Permit.

Upon completion of the Lot Drainage System improvements on individual Lots, the improvements will become part of the Surface Water Management System and shall be subject to the terms and conditions of this Declaration, the rules and regulations of the Environmental Resource Permit, and all other applicable governmental or regulatory authorities. Further, upon completion of the improvements, each Owner shall be obligated to maintain their Lot Drainage System portion of the Surface Water Management System, in accordance with the terms and provisions of the Environmental Resource Permit, this Declaration and all Subsequent Amendments thereto.

20.4. Additional Requirements.

A. Direct discharge of surface water into wetlands and/or Conservation Areas shall be prohibited. The discharge of domestic, industrial, or agricultural wastewaters containing heavy metals, herbicides, pesticides, or any other toxic substances in excess of concentrations established by State and Federal guidelines, into wetlands and/or Conservation Areas shall be prohibited. Owners shall make every reasonable effort to contain surface water on their own individual Lot in accordance with the Environmental Resource Permit. If existing elevations direct surface water runoff to an adjacent Lot, and that adjacent Owner has not installed a wetland perimeter swale around the wetland that would receive the runoff, then the Owner whose Lot drains onto the adjacent Lot shall construct a perimeter swale along the length of that

Owner's property boundary in order to provide water quality treatment prior to discharge into the receiving wetland; provided, however, that nothing contained in the foregoing shall be construed to require or permit the construction of a perimeter swale or any other improvement, within any wetland or Conservation Area, located along any Lot boundary or otherwise, as expressly prohibited in Section 20.4(B), below.

B. No fence or other improvement may be placed upon, through or within any Conservation Area; provided, however, that one (1) three (3)-rail fence may be constructed along the boundary of a Lot which runs through any Conservation Area. Any fence within a Conservation Area shall be constructed from post and rail, with the lowest cross beam at least one (1) foot higher than the seasonal high water elevation of the wetland. Materials for the fence and the construction of the fence shall be subject to approval by the ACC, and no work shall commence until such approval is obtained. Installation of fences within any Conservation Area will be accomplished by hand clearing and small tools and shall be routed around existing native trees. Clearing shall be limited to the smallest width necessary to accomplish fence installation. Alternatively, within forested wetlands, fencing may be attached directly to trees to avoid removal of native vegetation.

C. Prior to obtaining a certificate of completion or occupancy for any improvement on any Lot, each Owner shall require its surveyor or engineer to certify to Camden County Georgia and Brantley County, Georgia, that the Lot Drainage System has been constructed in accordance with the Construction Plans and as otherwise required by this Declaration and the Environmental Resource Permit.

20.5. Rights of Association to Construct Lot Drainage System Improvements. In the event any Owner shall fail to construct the Lot Drainage System improvements required pursuant to this Declaration, the Association shall have the right to construct same, and shall have easements over, across, and through such Lot for the ingress, egress and construction thereof, including the use of construction equipment. The costs and expenses to the Association to construct such Lot Drainage System improvements shall be charged against the Lot and the Owner thereof in accordance with the provisions of this Declaration. Such charge shall be deemed a Special Assessment and shall constitute a lien on the Lot, enforceable in the same manner as other Assessments, as set forth in this Declaration.

20.6. Indemnification. In consideration for the obligations and responsibilities undertaken by Declarant and/or the Association in the construction and maintenance of the Surface Water Management System and the preservation and maintenance of the Common Areas and Conservation Areas, each Owner shall indemnify and hold harmless Declarant and/or the Association, as the case may be, and their officers, directors, partners, members, employees, agents and contractors (collectively, the "Indemnified Party") for any claims, damages, regulatory enforcement action or liability arising out of or in any way related to any violation of this Declaration, the Environmental Resource Permit, the Waste Management Plan, or any local, state or federal rule, ordinance or law, caused, whether directly or indirectly, by such Owner, its agents, employees, or contractors. The foregoing obligation shall include fees and costs, including reasonable attorneys', paralegals' and consultants' fees, incurred by any Indemnified Party, whether prior to or at any trial or administrative proceeding, including appeals and bankruptcy actions, and any fines and/or the expense of any remedial action ordered by any local governing body having jurisdiction over such matter. In the event such Owner fails to meet its obligations to indemnify and hold harmless the Association, all costs incurred by the Association as a result thereof shall be charged against the Lot and the Owner thereof in accordance with the provisions of this Declaration. Said charge shall be deemed a Special Assessment and shall

constitute a lien on the Lot, enforceable in the same manner as other Assessments as set forth in this Declaration.

ARTICLE XXI

MISCELLANEOUS

21.1. No Waiver. The failure by the Declarant the Association or any Owner, to object to any Person's failure to comply with any of the terms and provisions contained herein, shall in no event be deemed a waiver of any right to object to same and to otherwise seek compliance with the provisions herein.

21.2. Headings. Article and paragraph captions inserted throughout this Declaration are inserted only as a matter of convenience and are for reference only. In no way shall such captions or headings serve to define, limit or in any way affect the interpretation of any of the terms and provisions of this Declaration.

21.3. Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

21.4. Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, such judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

21.5. Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

21.6. Homeowners Documents. The Association is required to make current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and other such documents governing the Association, as well as the books, records and financial statements of the Association, available to Members, Institutional Mortgagees, the Declarant, and to holders, insurers or guarantors of any First Mortgage. "Available" shall be defined as obtainable for inspection during normal business hours or under such other reasonable circumstances, within a reasonable time after written request. Any Institutional Mortgagee who holds a First Mortgage shall be entitled to a financial statement of the Association for the preceding fiscal year, within a reasonable time after written request.

IN WITNESS WHEREOF the Declaration of Covenants and Restrictions for Timberland Estates has been signed by the Declarant and the Association on the _____ day of _____ . The Declarant and the Association have caused these presents to be executed in their names and their corporate seals to be hereunto affixed by their duly authorized officers. _____.

TIMBERLAND ESTATES, LLC, a
Georgia limited liability company

By: _____
Print Name: _____
Its: _____

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires: _____

(Notary Seal)

TIMBERLAND ESTATES HOMEOWNERS
ASSOCIATION, INC., a Georgia
corporation, not-for-profit

By: _____
Print Name: _____
Its: _____

(Corporate seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires: _____

(Notary Seal)

EXHIBIT "A"