

Articles of Incorporation

ARTICLES OF INCORPORATION  
OF  
TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

The name of this corporation shall be: Turners Cove Homeowners Association, Inc.

ARTICLE 2

This corporation is formed pursuant to the Georgia Nonprofit Corporation Code and shall have perpetual duration.

ARTICLE 3

This corporation shall have no stock or stockholders; it is not organized and shall not operate for profit or pecuniary gain; and no part of the net earnings of this corporation shall inure to the benefit of any member, director, officer or any private individual except that reasonable compensation may be paid for services rendered to or for this corporation affecting one or more of its purposes. ~~No part of the activities of this corporation shall be for carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.~~

ARTICLE 4

The purpose for which this corporation is organized is to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of Units of Turners Cove Subdivision (the "Subdivision"), being located on Turners Creek in Chatham County, Georgia, as more fully set forth in that certain Declaration re Turners Cove Subdivision and Turners Cove Homeowners Association and any amendments thereto (the "Declaration of Covenants"). Contemporaneously with the incorporation of this corporation, said Declaration of Covenants is being filed in the office of the Clerk of the Superior Court of Chatham County, Georgia, to be recorded in the records of said Court.

When used in these Articles of Incorporation, words such as, for example, "Declarant", "Residential Unit," and "Owner" shall have the meaning as set forth in said Declaration of Covenants, unless the context shall otherwise require.

Insofar as permitted by law, this corporation shall have the power to do anything that, in the opinion of the Board of Directors of this corporation, will promote, directly or indirectly, the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of

Units in the Subdivision, including, but not limited to, the power (i) to purchase, accept by gift, lease, hold, sell, mortgage, convey or otherwise acquire or dispose of any real and personal property necessary or proper for the carrying out of the purposes of this corporation; (ii) to own, acquire, construct, equip, operate and maintain amenities, services and facilities incident to the purposes of this corporation; (iii) to fix, levy and collect assessments as provided in said Declaration of Covenants; and (iv) in general, to exercise all the rights, powers, privileges and immunities as are provided and allowed for similar corporations under the laws of Georgia, including, but not limited to, the Georgia Nonprofit Corporation Code, subject however, to any limitations set forth in said Declaration of Covenants.

#### ARTICLE 5

The membership of this corporation shall be comprised of the Owners of Residential Units in the Subdivision as set forth in said Declaration of Covenants. Voting by the members of this corporation shall be as set forth in and subject to the provisions of said Declaration of Covenants.

#### ARTICLE 6

Directors shall be elected and serve as provided in the By-Laws of this corporation. Declarant shall have the power and authority to appoint and remove all of the Directors of this corporation during the period set forth in said Declaration of Covenants. The number of Directors constituting the initial Board of Directors shall be three, and the name and address of each such Director is:

Tracy Young  
10 Cedar Point  
Savannah, GA 31405

Martie Gay  
47 Chaucer Street  
Savannah, GA 31410

H. Alan Dasher  
440 Timberwalk Court  
Ponte Vedra Beach, FL 32082.

#### ARTICLE 7

The address of the initial registered office of this corporation shall be in Chatham County, Georgia at 10 Cedar Point, Savannah, Georgia 31405, and the name of its original registered agent at such address is Tracy Young.

#### ARTICLE 8

These Articles of Incorporation may be amended from time to time in the same manner as provided in said Declaration of Covenants with respect to amendments to said Declaration of Covenants.

ARTICLE 9

The name of the Incorporator is Marvin A. Fentress and his address is P. O. Box 10186, Savannah, Georgia 31412.

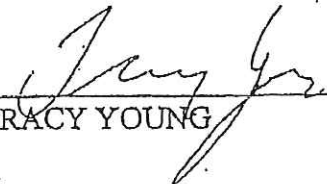
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on November 30, 1999.

  
\_\_\_\_\_  
MARVIN A. FENTRESS  
INCORPORATOR

CONSENT TO SERVE AS  
REGISTERED AGENT FOR CORPORATION

I, the undersigned, hereby consent to serve as Registered Agent for the Turners Cove Homeowners Association, Inc. until further notice shall be given to the Secretary of State of the State of Georgia.

Dated: November 17, 1999

  
\_\_\_\_\_  
TRACY YOUNG

SECRETARY OF STATE  
Dec 20 12 30 PM '99  
BSR (4)

Clock#: 5618  
FILED FOR RECORD

1/06/2000 04:26PM

PAID: 40.00

Susan D. Prouse, Clerk  
Return to: Municipal Affairs Dept., Chatham  
County, Georgia  
218 W. State St.  
Savannah, GA 31401

STATE OF GEORGIA )  
COUNTY OF CHATHAM )

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS  
COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION made this 29th day of December 1999 by Turners Cove Development, LLC (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, Developer owns all of the property known as Turners Cove Subdivision as shown on that certain plat of survey (the "Initial Plat") recorded in Subdivision Map Book 19-S, page 54, Chatham County, Georgia, records (the "Turners Cove Property"); and

~~WHEREAS, Developer desires to provide Common Area (as hereinafter defined) for the benefit of all of the residents of the Subject Property (as hereinafter defined); and~~

WHEREAS, Developer deems it desirable to create the Association (as hereinafter defined) to own, maintain and administer the Common Area in accordance with the Covenants and Restrictions as hereinafter provided and to insure the enjoyment of such Common Area by residents; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Residential Unit (as hereinafter defined) which is made subject to this Declaration does automatically and by such reason of such ownership, and by reason of this Declaration, become a member of the Association subject to this Declaration, the bylaws, rules and regulations of the Association, and assessment by the Association pursuant to the terms of this Declaration.

NOW, THEREFORE, the Developer declares that the Subject Property shall be held, transferred, sold, conveyed, and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title, or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

**ARTICLE 1**  
**Definitions.**

The following terms when used in this Declaration (unless the context shall clearly indicate to the contrary) shall have the following meaning:

- (a) "Association" shall mean and refer to Turners Cove Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia.
- (b) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges or liens set forth in this Declaration.
- (c) "Developer" shall mean Turners Cove Development, LLC.
- (d) "Development Documents" shall mean and refer to the Articles of Incorporation and By- Laws of the Association.
- (e) "Initial Plat" shall mean and refer to the plat described on the first page hereof.
- (f) "Manager" shall mean and refer to any Person with whom the Association contracts for the administration and operation of the Common Area.
- (g) "Mortgage" shall mean and refer to any security instrument by means of which title to the Common Area is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.
- (h) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Residential Unit (as hereinafter defined) in a portion of the Subject Property; provided however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.
- (i) "Person" shall mean and refer to any natural person, corporation, partnership, limited partnership, joint venture association or any other such entity.
- (j) "Common Area" shall mean and refer to all property now or hereafter owned by the Association excluding any Residential Units.
- (k) "Recreational Purposes" shall mean and include activities such as picnicking and engaging in sporting activities, walking, riding of non-motorized vehicles and such other activities as may be delineated by the Board of Directors of the Association from time to time.
- (l) "Residential Unit" shall mean and refer to each townhouse and/or each single lot intended for a townhouse or any other equivalent form of residential building and shall include any enclosed courtyard appurtenant thereto.
- (m) "Subject Property" shall have the meaning described in Section 2.1 hereof.

- (n) "Turners Cove Property" shall have the meaning described on the first page hereof.

**ARTICLE 2**  
**Property Subject to Declaration; Effect Thereof.**

Section 2.1 Property Hereby Subjected to this Declaration.

This Declaration is hereby imposed upon that portion of the Turners Cove Property designated as Phase I on the Initial Plat (the "Subject Property"), and the Developer hereby subjects said property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration. Developer and its successors and assigns may, so long as Class B members exist, add additional property to the Subject Property by recording an amendment to these Declarations.

Section 2.2 All Subject Property Bears the Burden, and Enjoys the Benefits, of this Declaration.

Every Person other than Developer who is or shall be an Owner does agree and shall be deemed by reason of taking such record title to agree to all terms and provisions of this Declaration.

**ARTICLE 3**  
**The Community Association; Automatic Membership and Voting Rights Therein.**

Section 3.1 The Association.

The Developer has caused to be formed and incorporated under the laws of the State of Georgia and there does now exist Turners Cove Homeowners Association, Inc., a nonprofit Georgia corporation.

Section 3.2 Membership.

Every Person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3.3 Classes of Membership; Voting Rights.

The Association shall have two classes of membership: Class A and Class B.

- (a) Class A members shall be those Persons holding an interest required for membership as specified in Section 3.2 hereof with the exception of the Developer. Class A membership shall be a nonvoting membership except on such matters and in such events as hereinafter specified. Class A members shall be entitled to full voting privileges upon the earlier of:
- (i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or
  - (ii) Upon the sale by the Developer to Owners of sixty-nine (69) Residential Units.
- (b) Before the earlier of the events described in the preceding paragraph, the Class A members shall be entitled to vote only on:

- (i) Any change of method for calculating the maximum amount of the assessment charged by the Association;
  - (ii) Any proposal that is a special assessment levied by the Association, except as otherwise specifically herein provided;
  - (iii) Any proposal not to repair or reconstruct any damage or destruction to the Common Area and the facilities thereon;
  - (iv) Any proposal to dedicate, transfer or sell all or any part of the Common Area;
  - (v) Any proposal of merger, consolidation or dissolution;
  - (vi) Any proposal to amend this Declaration or the Articles of Incorporation of the Association; and
  - (vii) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.
- (c) When entitled to vote, Class A members shall be entitled to one vote for each Residential Unit in which they hold any interest required for membership under Section 3.2 hereof. When more than one Person holds an interest in a Residential Unit, the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit. In the event of disagreement among such Persons, or an attempt by two or more Persons to cast a vote for a Residential Unit, the vote with respect to such Residential Unit shall not be counted.
- (d) The Developer, and its successors and assigns, shall be the Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Residential Unit, whether under construction or completed, in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 3.2 hereof. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or reinstated.

#### Section 3.4 Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 3.5 Meetings of the Membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members and the quorum and percentage vote required for the transaction of business of any meetings, shall be specified in this Declaration and in the By-Laws of the Association as amended from time to time by law.

ARTICLE 4  
The Common Area

Section 4.1 The Common Area; Members' Rights in the Common Area.

The Developer hereby covenants with the Association to convey all portions of the Subject Property to become Common Area to the Association on or prior to six years from the date hereof.

Within such time period, the Developer shall cause all liens on the Common Area to be removed if created by or filed against the Developer (although Common Area may initially transferred to the Association subject to liens). The Common Area is generally shown on recorded plats, but Developer shall be entitled to amend the exact dimensions of the Common Area to accommodate design or development changes up until the time that the Common Area is deeded to the Association.

Section 4.2 Members Easements of Enjoyment.

Subject to the provisions contained in (a) through (g) of this Section, every member of the Association shall have a right in the easement of enjoyment in and to the Common Area including, but not limited to, the nonexclusive right of ingress and egress and nonexclusive right to use the Common Area for Recreational Purposes, and such easement shall be appurtenant to and shall pass with the title to all portions of the Subject Property. Unless waived by vote of holders of sixty-seven percent (67%) or more of those entitled to vote of all classes of membership as evidenced by an affidavit of an officer of the Association recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and subject to applicable zoning ordinances, governmental rules and regulations and rights of the Developer and others as herein stated, the Common Area shall be used only for Recreational Purposes. Rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer or its designees to the exclusive use of such portion of the Common Area as it, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient or incidental to, the construction of improvements within the Subject Property and Common Area and the sale of property contained in the Subject Property, including but not limited to sales and business offices, storage areas, construction yards and signs. In addition, Developer, at its expense, covenants to construct in the Common Area, on or before one year from the date hereof, certain amenities, including one swimming pool, one playground area, a parking area for not less than six cars (paved or unpaved, at Developer's sole option) and such landscaping as Developer, in its sole discretion, deems appropriate. Such right of the Developer shall and does exist notwithstanding any provision in this Declaration which might be construed to the contrary, and such right of the Developer exists without affecting any member's obligation to pay assessments coming due during such period of time and without affecting the permanent charge and lien on any member's property in favor of the Association.



- (b) The right of the Association (if authorized by holders of seventy-five percent (75%) or more of the vote of those then entitled to vote of all classes of membership) to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage or otherwise burden or encumber the Common Area. In the event of default upon any such Mortgage or other burden or encumbrance, the lender shall then only have the right:
  - (i) To take possession of such Common Area (where such right of possession exists);
  - (ii) To charge admission or other fees as a condition to continued enjoyment by the members; and
  - (iii) If necessary, to open the enjoyment of the Common Area to Persons other than members until the Mortgage or other debt is satisfied, such right being the exclusive remedy available to the lender; and at the time such Mortgage or other debt is satisfied the title to and possession of the Common Area shall be returned to the Association, all rights of Persons other than members shall terminate and all rights of members hereunder shall be fully restored.
- (c) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.
- (d) The right of the Association, as provided by its By-Laws, to suspend the enjoyment of rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations.
- (e) The right of the Association to charge reasonable admission and other fees for the use of any facilities which may be constructed upon the Common Area.
- (f) The right of the Association at any time to transfer all or any part of Common Area if authorized by seventy-five percent (75%) or more of the vote of those then entitled to vote in all classes of membership subject to the provisions of this Declaration.
- (g) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary or desirable for the proper servicing and maintenance of the Common Area.

Section 4.3 Extension of Rights and Benefits.

Every member of the Association shall have the right to extend the rights and easements of enjoyment vested in such member under this Article 4 to each of such member's tenants and to each member of such member's family who resides with such member on the Subject Property and to other Persons as may be permitted by the Association's Board of Directors.

Section 4.4 Exterior Maintenance.

The exterior of all Residential Units, including painting of exterior walls and roof repair, will be the responsibility of the Association. No Owner may alter the appearance of the exterior of any Residential Unit.

ARTICLE 5  
Assessment

Section 5.1 Creation of Lien or Personal Obligation for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Residential Unit, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (a) Monthly assessments and charges; and
- (b) Special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land, shall be a continuing lien upon the Residential Unit against which each such assessment is made and shall also be the personal obligation of the Person who is the record owner of the Residential Unit at the time the assessment fell due.

Section 5.2 Methods of Assessment.

The assessments shall be levied, collected and disbursed by the Association against each Residential Unit. By a majority vote the directors of the Association shall fix the monthly assessment and the date or dates such assessment becomes due.

Section 5.3 Purpose of Assessment.

The assessments shall be used for the following purposes:

- (a) Improvement, maintenance and operation of the Common Area and any perimeter fencing, signage and landscaping (although initial improvement and construction of the Common Area shall be the financial responsibility of the Developer and not recouped by assessments).
- (b) Purchasing group services, including but not limited to street lighting, grass cutting, pool maintenance and administration.
- (c) Providing exterior maintenance, as follows: paint repair and replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements (such exterior maintenance shall not include glass surfaces).
- (d) Any taxes and insurance on the Common Area.

In the event that the need for maintenance or repair of a Residential Unit or Common Area is caused through the willful or negligent acts of an Owner or the family, guests or invitees of an Owner, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Residential Unit and Owner are subject.

#### Section 5.4 Basis and Maximums of Monthly Assessments.

Until such time as the Class A member shall be entitled to full voting privileges in accordance with Article 3 of this Declaration:

- (a) The initial monthly assessment, applicable as of the date hereof, shall be One Hundred Fifty Dollars (\$150.00) per Residential Unit payable to the Association, and
- (b) The class B member shall pay whatever amount, if any, in excess of the Class A members' assessment as, in the sole opinion of the Class B member, may be necessary to maintain and manage (and only to maintain and manage, including the payment of *ad valorem* taxes) the Common Area.

From and after such a time as the Class A members shall be entitled to full voting privileges in accordance with Article 3 of this Declaration, the monthly assessment shall be determined by the Board of Directors of the Association. Prior to such time, the monthly assessment shall be determined by the Developer. The monthly assessment shall not increase or decrease, in any one year, by an amount in excess of ten percent (10%) of the assessment the year immediately prior to the year for which the increase (or decrease) is to be effective.

#### Section 5.5 Special Assessments.

Upon the affirmative vote of the holders of sixty-seven percent (67%) or more of the vote of those then entitled to vote in all classes of membership of the Association, the Association may levy and collect a specific special assessment so authorized for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area, including any necessary fixtures or personal property related thereto; or for the purpose of increasing the monthly assessment by an amount in excess of that authorized by Section 5.4 hereof.

#### Section 5.6 Equality of Assessment Among Residential Units; Exemption of Association Officers.

No Residential Unit within the Subject Property shall bear a higher assessment than any other Residential Unit within the Subject Property except that, until such a time as the Class A members shall be entitled to full voting privileges in accordance with Article 3 of this Declaration, the Class B members may bear a greater or lesser assessment burden than the Class A members while the Class B member may be subsidizing the Association with this obligation pursuant to Section 5.4 hereof. In addition, the directors of the Association may, in accordance with the Association's bylaws, waive all or a portion of the monthly assessment (but not a special assessment) for any officer of the Association.

#### Section 5.7 Date of Commencement of Monthly Assessments; Due Dates.

- (a) Unless otherwise provided by the Association's Board of Directors, the entire amount of the monthly assessment for each Residential Unit shall become due and payable to the Association on the first day of every month and shall be paid to the Association without further notice from the Association. The monthly

assessment shall be established on a calendar year basis and shall commence as to each member upon becoming a member pursuant to Section 3.2 hereof. The first monthly assessment payable to the Association with respect to a Residential Unit shall be adjusted according to the number of days remaining in the calendar month following the date a member becomes a member.

- (b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Board of Directors, may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.8 Effect of Nonpayment of Assessments: the Personal Obligation; the Lien; Remedies of the Association.

- (a) If an assessment is not paid on or before the date when due then such assessment shall become delinquent and shall, together with any interest thereon and the cost of the collection thereof, become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then Owner, and such Owner's heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain a personal obligation and shall also pass to any successors in title. Such Owner shall nevertheless remain as fully obligated as before to pay the Association any and all amounts said Owner was obligated to pay immediately preceding the transfer, and such Owner and successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owners and successors in title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

- (b) If an assessment is not paid within fifteen days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's property; in either event interest, costs and reasonable attorney's fees shall be added to the amount of such assessment as may then be due. Each Owner by acceptance of a deed or other conveyance of a portion of the Subject Property invests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding. The lien provided for in this Article 5 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the Owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area and facilities. The Association shall not waive any liens or rights it may have against any member or such member's Residential Unit without the approval of holders of sixty-seven percent (67%) or more of the vote of those then entitled to vote all classes of membership, except that the Board of Directors of the Association may waive any charge other than the principal

amount of the assessment for any assessment less than ninety days past due.

- (c) If the assessment is not paid within thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in and to the Common Area and facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such member's obligation to pay assessments due during the period of such suspension and shall not effect the permanent charge and lien on such member's property in favor of the Association.

Section 5.9 Subordination of Charges and Liens to Mortgages.

- (a) The liens and permanent charges of all assessments and charges authorized herein (monthly, special or otherwise) is hereby made subordinate to the lien of any first mortgage placed on any Residential Unit if, but only if, all assessments and charges with respect to Residential Unit authorized herein having a due date on or prior to the date of the mortgage is filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.
- (b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of the personal obligation to pay all assessments and charges due; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to a sale under power, shall relieve any existing or previous owner of such property of any personal obligation or relieve such property or the then owner of such property from liability for any assessment or charges authorized hereunder becoming due after such sale and transfer.

Section 5.10 Fines.

In addition to any other remedy or enforcement action available, the Association may, upon majority vote of its Board of Directors, impose a fine not to exceed One Hundred Dollars (\$100.00) against the Owner of any Residential Unit for the violation of any provisions of these Declaration, the Development Documents or any rules and regulations of the Association properly promulgated. Any such fine shall be deemed an assessment and shall be entitled to lien status against the Owner's property in accordance with Section 5.8 hereof. No fine may be assessed unless the affected Owner has first been given written notice of the violation and a reasonable chance to cure the same; provided, however, that separate occurrences of the same violation shall require only one notice. Should a violation be continuing, a separate fine may be imposed for each calendar month during which the violation continues.

**ARTICLE 6**  
**Administration**

Section 6.1 Responsibility for Administration.

The administration of the Association and the maintenance, repair and operation of the Common Area and facilities and the exterior of the Residential Units shall be the responsibility of the Association.

Section 6.2 Management and Maintenance Agreement.

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the Common Area, services and the exterior of the Residential Units. In the event the Association shall determine to place improvements on the Common Area pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the Manager of the Common Area shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers directly from members of the Association or by this Declaration. Any management agreement which is to be entered into, after approval by a majority of the Board of Directors, shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, and the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination thirty (30) days after sixty-seven percent (67%) of the members then entitled to vote affirmatively vote to so terminate such contract.

Section 6.3 Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the Common Area and the exterior of the Residential Units, the Association shall not be liable for injury or damage caused by the latent condition of the Common Area nor for injury caused by the elements, members or other Persons; nor shall any officer or director of the Association be liable to any Person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the members against all expenses and liabilities, including attorney's fees reasonably incurred or imposed in connection with any proceeding to which such officer or director may be a party or may become involved by reason of being or having been an officer or director of the Association, and any settlement, whether or not such Person is an officer or director of the Association at the time such expenses and liabilities are incurred, except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors and the Association approves of such settlement and reimbursement as being for and in the best interest of the Association.

**ARTICLE 7**  
**Insurance**

Section 7.1 Property Insurance.

The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from

any such hazard and shall also obtain a public liability policy covering the Common Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by company licensed to do business in the State of Georgia and holding an "A- X" or better rating by A. M. Best's Insurance Report or a similar publication, and any policy shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

Section 7.2 Liability Insurance.

Liability Insurance shall be carried on all areas maintained or administered by the Association with a minimum of \$1,000,000.00 per Person or \$3,000,000.00 per occurrence.

Section 7.3 Guaranteed Replacement Cost Endorsement.

Each Owner agrees to insure each Residential Unit for the full current (valuation as of the date of loss) replacement cost. Further, each Owner agrees that the coverage will:

- (a) be by an insurer licensed and admitted to do business in the State of Georgia;
- (b) be with an insurer having a current rating from A.M. Best's Insurance Report of "A- X" or better;
- (c) include a "Guaranteed Replacement Cost Endorsement";
- (d) include "Loss Assessment Coverage" with a limit of not less than \$50,000.00.
- (e) include Comprehensive Personal Liability coverage with limits of not less than \$500,000.00, including losses due to "Bodily Injury," "Property Damage," and "Personal Injury" hazards; and
- (f) include a Waiver of the Insurer's right to any Subrogation against the Association.

Each Owner shall provide the Association a copy of a current insurance policy meeting these requirements.

Section 7.4 Owners Responsibility.

It is the unqualified duty of each Owner to build and/or repair any damage to such Owner's Residential Unit, in strict accordance with the construction standards and architectural oversight of the Association. The Association shall have an interest in the insurance proceeds for each Residential Unit until such repairs are made, and the Owner agrees to endorse his homeowner policy to the Association as a Mortgagee under a Standard Mortgagee Endorsement. The obligation to rebuild or repair shall not be compromised by the provisions of any mortgage encumbering a Residential Unit. Any exterior refinishing will be done by the Association at the expense of Owner.

ARTICLE 8  
General Provisions

Section 8.1 Georgia Property Owners' Association Act.

This Declaration and the provisions hereof shall be governed by and subject to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*, as hereinafter amended.

Section 8.2 Notices.

Any notice required or permitted to be sent to any member pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member or owner to whom it is intended at the last known place of residence, or to such other address as may be furnished to the secretary of the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 8.3 Severability.

Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any Person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 8.4 Amendment.

This Declaration may be amended at any time by an instrument signed by members of the Association then entitled to cast at least sixty-seven percent (67%) of the votes of each class of member of the Association; provided, however, that any such amendment of this Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any covenants affecting the Subject Property recorded in the Chatham County, Georgia, records, and shall not become effective until the instrument evidencing such change has been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed amendment must be sent to every member at least thirty (30) days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided herein.

Section 8.5 Land Use.

All Residential Units contemplated in the Subject Property shall be, and the same hereby are, restricted exclusively for residential use. No structure of temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn or other outbuilding shall be allowed on any Residential Unit at any time either temporarily or permanently.

Section 8.6 Freehold Estate; Easements.

Each Residential Unit shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, condition and provisions hereof and of the By-Laws of the Association. Each Residential Unit shall, however, be held subject to a perpetual easement in favor of all other Owners of Residential Units in the same building for placement and maintenance of utilities and HVAC connections in the crawl space below each Residential Unit and for placement and maintenance



of connections to the satellite dish on the roof of each building through attic space.

#### Section 8.7 Construction and Sale.

Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of residences on said lots to maintain during the period of construction and sale of said residences, upon said portion of the Subject Property as the builder may deem necessary, such facilities as in the opinion of the builder may be reasonably required, convenient or incidental to the construction or sale of said residences, including construction offices, sales offices and business offices as approved by the Developer.

#### Section 8.8 Animals and Pets.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Subject Property, except that dogs, cats, and other household pets may be kept by the Owners, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health or, in the sole discretion of the Board of Directors of the Association, unreasonably disturb the other Owners. All animals must be leashed and Owners are required to clean up after their pet in the Common Areas. No Owner may keep in any Residential Unit any swine, domestic or otherwise, or more than two dogs or three cats or birds.

#### Section 8.9 Signs and Business Activities.

No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed, or permitted to remain on the Subject Property. The displaying of "For Sale," "For Lease," or Realtor signs must be placed in the window of the unit. No business activities of any kind whatever shall be conducted in any building or any portion of the Subject Property; provided, however, that foregoing covenants shall not apply to the business activities, signs, or billboards of the builder or the Developer and their agents or assigns during the construction and sale period.

#### Section 8.10 Clotheslines, Garbage Cans, Etc.

No clotheslines, equipment, garbage cans, woodpiles, or storage piles are allowed to be stored outside the Residential Unit with the exception of garbage cans on scheduled pick-up days only. All garbage cans must be returned to storage areas within 24 hours.

#### Section 8.11 Garden Structures, Exterior Antennas and Satellite Dishes.

No garden structure, playground facility or addition of any sort shall be placed, allowed or maintained so as to be visible from the outside of the Residential Units. Any structure or objects built or placed within the confines of the courtyard spaces must be maintained at a height no higher than the perimeter courtyard fence. No exterior television, radio or other antennae or satellite dishes may be placed on the Residential Units, including but not limited to the roof thereof, except for a single dish on the roof of each building installed by the Developer.

#### Section 8.12 Leasing of Residences.

Residential Units may be rented provided the occupancy is not for less than 6 months and such occupancy is only by the lessee and the lessee's immediate family, or as may be approved or otherwise provided for by the Board of Directors of the Association. No room may be rented and no transient tenant accommodated.

Section 8.13 Architectural Control.

No landscaping (except in courtyards), building, fence, wall, structure, or exterior alteration shall be commenced or erected upon the Subject Property. Nothing herein is intended to apply to the original construction by the builder in accordance with the original plan of development. Notwithstanding the foregoing, an Owner may, after initial construction, enclose the rear veranda to a Residential Unit with glass or screen in a manner similar to that on other Residential Units; provided, however, such construction may only be performed by the Developer on another builder approved by the Board of Directors of the Association after determining such builder will complete its work in a manner compatible with the remainder of the neighborhood.

Section 8.14 Window Treatments and Window Units.

No window unit heater or air conditioner may be installed. All window treatments visible from the exterior of the Residential Units must be solid white or have a solid white backing.

Section 8.15 Recreational Vehicles, Automobiles, Garage Doors and Like.

No trailer, tent, camper or recreational vehicle shall at any time be used as a residence temporarily or permanently. No boat, trailer, camper, house trailer, van or truck larger than three-quarter ton capacity shall be parked or stored upon the Common Areas or in the outdoor parking area or driveway of a Residential Unit. No motor vehicle or other personalty of the type described above shall be repaired, painted or parked upon the Common Area. All garage doors must remain closed when not in use.

Section 8.16 Docks and Usage.

The Common Area includes docks as shown on the Initial Plat. This Common Area, including such docks, is for residents and their guests only. The Association is responsible for all utilities, maintenance and upkeep of the docks and will promulgate rules and regulations further governing their use, as necessary. The docks shown on the Initial Plat are divided into two categories, as follows:

- (a) Portions of the docks marked as "Permanent Area" on the Initial Plat may be sold or leased by the Developer, but only to Owners. If an Owner purchases a portion of a dock in the Permanent Area, such Owner's interest in the dock may be transferred by the Owner, but only to another Owner. If an Owner conveys the last Residential Unit titled in the name of said Owner without separately disposing of any interest in the dock, such interest will automatically pass with the Residential Unit.
- (b) If a portion of the docks in the Permanent Area is leased, the Developer shall be entitled to retain all income therefrom so long as any Class B member exists; thereafter, all such income shall be paid to the Association.
- (c) Any Owner purchasing or leasing a portion of the docks shall be entitled to access thereto across the remaining portion of the docks and shall be entitled to reasonable use of water and electricity.
- (d) The Association shall maintain records indicating the transfer, by lease or sale, of any interest in the docks located in the Permanent Area. Such records shall be available for inspection under the same terms and conditions as all records of the Association.

- (e) Any Owner wishing to transfer an interest in the Permanent Area of the docks shall notify the Association in writing, indicating the name and address of the old and new owners and the Residential Unit address(es) of each. The Association will then record the transfer on its records and confirm the same to the old and new owners.
- (f) The remaining portion of the docks shall be for the use of Owners and their guests on a first come, first served basis. Such use, however, is intended to be of a temporary nature only, and no water craft may be moored at the docks for more than twenty-four (24) hours during any calendar week.

Section 8.17 Miscellaneous.

The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon. No athletic devices of any kind, including but not limited to basketball goals, shall be erected on any of the ground or surfaces maintained by the Association under the provisions of this Declaration.

Section 8.18 Gender and Plural.

Any references to gender or singular/plural herein shall be deemed to include other genders or numbers, as appropriate.

Section 8.19 Maps and Plats.

No rights in the Owner of any Residential Unit are created by any map, plat, site plan or drawing prepared prior to the date of the Declaration other than the recorded plat referred to on the first page of this Declaration.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized Manager, the day and year first above written.

TURNERS COVE DEVELOPMENT, LLC

By: Tracy Young  
Tracy Young, Manager

Signed, sealed and delivered in the presence of:

Alec Moore  
Witness

Marylin A. Fentress  
Notary Public



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# Turners Cove Homeowners Association, Inc.

A Nonprofit Corporation

(The "Association")

These By- Laws are the By- Laws of the Association, which is the corporation created by the Articles of Incorporation filed with the Secretary of State of Georgia on December 20, 1999. All references herein to the "Declaration" shall refer to that certain Declaration re Turners Cove Subdivision and Turners Cove Homeowners Association recorded in Deed Book 209-F, Page 654, Chatham County, Georgia. All capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean Turners Cove Subdivision, Chatham County, Georgia. "Units" shall refer to individual living units in the Subdivision.

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## ARTICLE 1

### Name, Offices, Applicability

Name: The name of this Association is and shall be Turners Cove Homeowners Association, Inc., a non-profit association.

Registered Office: The registered office of the Association shall be located at 44 Wilmington Island Road, Savannah, Georgia, 31410, or such other office as the board of directors shall select.

Other Offices: The Association may, also, have offices as such other places both within and without the State of Georgia, as the Board of Directors may from time to time determine or the business of the Association may make appropriate.

## ARTICLE 2

### Membership, Meetings, Quorum, Voting

Membership: The membership of this Association shall be limited to owners of Units and Turners Cove Development, LLC (the "Developer") and its nominees. Any party may own multiple Units and in such event shall enjoy voting and other rights for each Unit owned.

Location of Meetings: All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Annual Meetings: Annual meetings of members shall be held on the second Monday of September in each year, or if such day is a legal holiday, then on the next following Tuesday. At each such meeting, the members shall, by a majority vote, elect a Board of Directors, and, by majority vote, transact such other business as may be properly brought before the meeting. At the Annual Meeting, comprehensive reports of the affairs, finances and budget projections of the Association shall be made to the members.

Special Meetings: Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the president, the board of directors, the holders of ten (10) percent of the outstanding voting interest in the

Incorporation, or in the event there are no officers or directors, then by any member.

Notice of Meetings: Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member wither personally, by sending a copy of the notice through the mail to his or her address appearing on the books of the Association, or by placing a copy of the notice in the designated owner's private door. Notices of Annual Meetings shall be given to each Unit owner at least twenty-one (21) days in advance of any annual or regularly schedules meeting, and at least seven (7) days in advance of any other meeting.

Business of Meetings: At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Order of Meetings: The order of business at all annual meetings shall be as follows:

- A. Roll call and certification of proxies.
- B. Reading of minutes of preceding meeting.
- C. Reports of Officers, if any.
- D. Reports of Committees, if any.
- E. Election of Directors.
- ~~F. Unfinished business.~~
- G. New business.
- H. Adjournment.

Quorum: The holders of at least thirty-three percent (33%) of the total voting rights of the membership shall constitute a quorum, whether the member is voting in person or by proxy. If a quorum shall not be present, the members present shall have power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Any action governed by the Articles of Incorporation or the Declaration of Covenants shall require a quorum as therein provided.

A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast one-half of the votes in that body are present at the beginning of such meeting.

Voting Rights:

- A. Anything herein to the contrary notwithstanding, all voting contemplated by these By-Laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.
- B. To the extent not in conflict with the Declaration, from and after the date the Class A members become entitled to vote, the following provisions shall apply. Each Unit shall be entitled to one vote on each matter submitted to a vote at a meeting of members. A member may vote either in person or by a proxy executed in writing by the member or

Unit owner (or owners as provided below) and submitted to the President prior to the meeting. Any proxy other than those of the Developer shall be automatically revoked if the party granting the same shall cease to be a Unit owner. If any Unit is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Unit shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy, a lessee of any Unit shall have no right to vote and shall in no respect be deemed a member of the Association. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy.

Action by Consent: Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

### ARTICLE 3

#### Board of Directors

Number: Election: The affairs of the Association shall be governed by a Board of Directors composed of three (3) members, over the age of eighteen, who must be Unit owners or nominees of the Developer at all times during their service as Directors. Any such Director who ceases to be a Unit owner or whose appointment is revoked by the Developer, as applicable, shall not be eligible to serve as a Director. However, the "Unit owner" shall be deemed to include any shareholder, director, or legal representative of any corporate titleholder of any Unit.

Vacancies: Vacancies in the Board of Directors caused by any other than the removal of a Director by a vote of the Unit owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and, each person so elected shall be a Director until a successor is elected and qualified at the next annual meeting of the Unit owners.

Powers and Duties: The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Declaration.

Other Duties: In addition to other duties which the Board of Directors may have, it shall be responsible and shall have the necessary powers for performing the following matters.

- A. Care, upkeep and surveillance of the common elements.
- B. Collection of assessments levied by the Association.
- C. Designation, employment and/or dismissal of the personnel necessary for the maintenance and operation of the common elements.
- D. Promulgation and/or amendment, from time to time when deemed appropriate and necessary of rules and regulations governing the use and enjoyment of the common elements, including but not limited to the Poolhouse, the swimming pool, and the common dockage areas.

Compensation of Directors: No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by the majority vote of the Unit owners present in person or by proxy at a meeting duly called and held for such purpose.

Association's behalf the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, each officer or director acting in accordance with these By-Laws the Declaration, including without limitation of actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

Management: Subject to the provisions of the Declaration, the Board of Directors may employ for the Association a manager, or a management agent, under such terms, compensation, and duties and the Board may authorize.

Nomination of Directors: The Nominating Committee shall make nominations for election to the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Meeting, or may be appointed prior to a Special Meeting prior to the stated Annual Meeting date. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. The report of the Nominating Committee must be distributed two weeks prior to the Annual Meeting. Also, additional nominations may be made from the floor of the Meeting, provided that any candidate nominated from the floor and not by the Nominating Committee must have filed with the Secretary of the Association prior to the meeting a petition, signed by at least twenty (20) of the Unit owners in the Association, in support of such candidate's nomination.

Election and Term of Office: The Board of Directors shall be elected by secret written ballot (unless dispensed by unanimous consent) cast by the Unit owners at the annual membership meeting. At such election the Unit owners or their proxies may cast, in respect to each vacancy, on a non-cumulative basis, the vote assigned to their respective units. The persons receiving the largest percentage of votes shall be elected for a minimal term of one year; provided however, incumbent Directors shall hold office until the election and qualifications of their successors. ~~Such Directors shall assume office on the first day of the~~ month of January of each year.

Removal of Directors: At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Unit owners in the Association and a successor may then and there be elected by the Unit owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit owner or owners shall be given an opportunity to be heard at the meeting.

## ARTICLE 4

### Meetings of the Board of Directors

Location of Meetings: Meetings of the Board of Directors, regular or special, shall be held at a suitable place convenient to the members as may be designated by the Board of Directors.

First Meeting of New Board: The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the Board of Directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new Board of Directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

Regular Meetings: The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, without notice other than such resolution. Three consecutive absences by a Director shall constitute grounds for removal from the Board if a majority of the remaining Directors so vote.



days notice to each Director, which notice shall state the time, place and purpose of the meetings. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of Directors.

Notice of Meetings: Notice of a meeting need not be given to any Director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Entry of Notice: Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such special meeting was given such Director, as required by law and the By-Laws of the Association.

Action by Consent: Any action required or permitted to be taken at a meeting of Directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Directors or all members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

Quorum: A majority of the Directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Majority: The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Special Committees: The Board of Directors shall have the power and authority to create special committees, including but not necessarily limited to, an Architectural Control Committee, a Maintenance and Grounds Committee, a Dock and Amenities Committee, and an Audit Committee, which shall advise the Board of Directors on matters pertaining to the purpose for which any such special committee shall be appointed by and shall serve at the pleasure of the Board of Directors.

## ARTICLE 5

### Notices

Required Notices: Whenever, under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any Director or member, such notice shall be given in writing and delivered either personally or by first class mail, addressed to such Director or member, at his/her address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered three (3) business days after it was deposited in the United States mail with first class postage pre-paid. Notices given by any other means shall be deemed delivered when received by the addressee. Notice may also be given to Directors by facsimile transmission.

Waiver of Notice: Whenever, under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

## Officers

The Officers shall be a president, vice-president, a secretary, and a treasurer.

- A. All officers shall be members of the Board of Directors.
- B. The officers shall be chosen by majority vote of the Directors.
- C. All officers shall hold office during the term of the Board of Directors.
- D. The President shall be the chief executive officer of the Association, shall preside at all meetings of members and the Board of Directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/She shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents or instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.
- E. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.
- F. The Secretary shall attend all meetings of members and the Board of Directors and shall record the proceedings of such meetings in books to be kept for Directors when required. He/She shall give, or cause to be given, notice of all meetings of members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he/she shall be. He/She shall have custody of the Corporate Seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.
- G. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursement in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He/She shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Association. If required by the Board of Directors, he/she shall give the Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his/her office, and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The Assistant Treasurer shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time

shall upon request of the Board of Directors cause an annual audit of the Association to be made by an independent accountant at the completion of each fiscal year. An annual budget approved by the Board, and an annual balance sheet statement, shall be presented to the membership at its regular annual meeting.

## ARTICLE 7

### Books and Records

Books and Records: The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Members, Board of Directors, and Committees. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

Not later than two (2) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

## ARTICLE 8

### General Provisions

Checks: All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Fiscal Year: The fiscal year of the Association shall be fixed by resolution of the Board of Directors. Absent a contrary declaration, the fiscal year of the Association shall be the calendar year.

Seal: The Association shall have a corporate seal which shall have inscribed thereon "Turners Cove Homeowners Association, Inc.", the year of its organization and the words "Corporate Seal --Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The Board of Directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his/her signature.

By-Law Amendments: These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by the Board of Directors or the Members, at a regular or special meeting, provided that those provisions of the By-Laws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law.

Conflict: In the event of any conflicts or inconsistencies between the provisions of Georgia Law or the Declaration and the By-Laws, the controlling language shall be found in: the laws of the State of Georgia, the Declaration, or the Articles of Incorporation, in the order listed.

Parliamentary Rules: Unless waived by majority vote of the Unit owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Roberts' Rule of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with Georgia Law, the Declaration, or these By-Laws.

Conduct: All Unit owners, their guest, tenants, or occupants of the unit shall at all times observe the rules of conduct which may from time to time be established by the Association or its Board of Directors. Said rules shall be kept in the office of the Association as a matter of record, and copies furnished to any Unit owner on request.

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THE FOLLOWING IS EXCERPTED FROM THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION RECORDED IN DEED BOOK 209-F, PAGE 654, CHATHAM COUNTY RECORDS AND APPLIES TO ALL LOTS IN TURNERS COVE:

Section 7.3 Guaranteed Replacement Cost Endorsement.

Each Owner agrees to insure each Residential Unit for the full current (valuation as of the date of loss) replacement cost. Further, each Owner agrees that the coverage will:

- (a) be by an insurer licensed and admitted to do business in the State of Georgia;
- (b) be with an insurer having a current rating from A.M. Best's Insurance Report of "A- X" or better;
- (c) include a "Guaranteed Replacement Cost Endorsement";
- (d) include "Loss Assessment Coverage" with a limit of not less than \$50,000.00.
- (e) include Comprehensive Personal Liability coverage with limits of not less than \$500,000.00, including losses due to "Bodily Injury," "Property Damage," and "Personal Injury" hazards; and
- (f) include a Waiver of the Insurer's right to any Subrogation against the Association.

Each Owner shall provide the Association a copy of a current insurance policy meeting these requirements.

## RESOLUTIONS OF THE TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

At the Annual Meeting on May 8, 2008, the members of the Turners Cove Homeowners Association, Inc., a Georgia corporation (the "Corporation"), did hereby adopt by majority vote the following resolutions:

**RESOLVED**, that the members amended the By-laws of the Corporation as follows:

Amendment to Bylaws Article 3 Board of Directors Number:Election<sup>12</sup>

The affairs of the Association shall be governed by a Board of Directors composed of five (5) members, over the age of eighteen, who must be Unit owners or nominees of the Developer at all times during their service as Directors. Any such Director who ceases to be a Unit owner or whose appointment is revoked by the Developer, as applicable, shall not be eligible to serve as a Director. However, the "Unit owner" shall be deemed to include any shareholder, director, or legal representative of any corporate titleholder of any Unit.

**BE IT FURTHER RESOLVED**, that the members elected Noel Black, Michael J. Davies, John G. Swan, Bruce Tuten, and Jason Willis to the Corporation's Board of Directors to serve until the next annual meeting of the Board of Directors (or special meeting in lieu thereof), or until its successor(s) is/are elected and shall qualify, whichever is later.

The Secretary of the Corporation is directed to file this Resolution in the minute book of the Corporation.

---

<sup>1</sup> Original Bylaw

Number:Election: The affairs of the Association shall be governed by a Board of Directors composed of three (3) members, over the age of eighteen, who must be Unit owners or nominees of the Developer at all times during their service as Directors. Any such Director who ceases to be a Unit owner or whose appointment is revoked by the Developer, as applicable, shall not be eligible to serve as a Director. However, the "Unit owner" shall be deemed to include any shareholder, director, or legal representative of any corporate titleholder of any Unit.

<sup>2</sup> Strikethrough version

Number:Election: The affairs of the Association shall be governed by a Board of Directors composed of ~~three (3)~~ five (5) members, over the age of eighteen, who must be Unit owners or nominees of the Developer at all times during their service as Directors. Any such Director who ceases to be a Unit owner or whose appointment is revoked by the Developer, as applicable, shall not be eligible to serve as a Director. However, the "Unit owner" shall be deemed to include any shareholder, director, or legal representative of any corporate titleholder of any Unit.



THOMAS J. MAHONEY, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 786  
SAVANNAH, GA 31402

Clock#: 1445417  
FILED FOR RECORD  
8/31/2012 01:42pm  
PAID: 194.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

STATE OF GEORGIA     )  
                                  )  
COUNTY OF CHATHAM   )

Return to: Thomas J. Mahoney, Jr.  
Ranitz Mahoney Mahoney & Pace, PC  
P. O. Box 786  
Savannah, GA 31402

380 K 873

*Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.*

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION  
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 30th day of August, 2012, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

**WITNESSETH:**

**WHEREAS**, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

**WHEREAS**, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

**WHEREAS**, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration; and

**WHEREAS**, Article 8, Section 8.4 of The Declaration provided that the Declaration may be amended at any time by an instrument signed by members of the Association then entitled to



cast at least 67% of the votes of each class of member of the Association; and provided, however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

**WHEREAS**, the Board of Directors of the Turners Cove Homeowners Association, Inc. sent notice to all property owners at least 30 days in advance of a meeting scheduled for September 13, 2011 setting forth three proposed Covenant changes with Board recommendations affixed, and

**WHEREAS**, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on September 13, 2011; and

**WHEREAS**, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

**WHEREAS**, through inadvertence, this Sixth Amendment reflecting such changes was not recorded in the aforesaid Clerk's Office immediately following said vote; and

**WHEREAS**, it is the purpose of this Sixth Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

**NOW, THEREFORE**, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 5.6 Equality of Assessment Among Residential Units; Exemption of Association Officers. is hereby amended by deleting therefrom the last sentence reading:

"In addition, the directors of the Association may, in accordance with the Association's bylaws, waive all or a portion of the monthly assessment (but not a special assessment) for any officer of the Association."

The remaining portion of Section 5.6 is hereby restated as if repeated herein verbatim.

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2. Section 8.8 Animals and Pets. The last two sentences of said Section reading:

“All animals must be leashed and Owners are required to clean up after their pet in the Common Areas. No Owner may keep in any Residential Unit any swine, domestic or otherwise, or more than two dogs or three cats or birds.”

are deleted in their entirety and substituted in lieu thereof is the following:

“All animals, except cats, must be leashed and Owners are required to clean up after their pet in the Common Areas. Cats must have a collar and identification tag. Cats must be registered with the Grounds and Landscaping Committee which can impose other reasonable restrictions. No Owner may keep in any Residential Unit any swine, domestic animal or otherwise, or more than two dogs or three cats or birds.”

The remaining portion of Section 8.8 is hereby restated as if repeated herein verbatim.

3. Section 8.11 Garden Structures, Exterior Antennas and Satellite Dishes. The last sentence of said Section reading:

~~“No exterior television, radio or other antennae or satellite dishes may be placed on the Residential Units, including but not limited to the roof thereof, except for a single dish on the roof of each building installed by the Developer.”~~

is deleted in its entirety and substituted in lieu thereof is the following:

“No exterior television, radio or other antenna or device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community, provided, direct broadcast satellite (“DBS”) antennas and multi-channel, multi-point distribution services (“MMDS”) one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulation of the Federal Communication Commission (“FCC”) and the Association. As to such allowed devices, they shall be installed in the least conspicuous location available on the Residential Unit that permits reception of an acceptable quality signal and the placement must, unless otherwise provided by the Board, be approved y the Board or its designee before installation.”

The remaining portion of Section 8.11 is hereby restated as if repeated herein verbatim.

4. Attached hereto and marked collectively as Exhibit “A” are the original signatures of the votes of the Owners and/or the original signatures of proxy granting another Owner or Owners to express and vote on the proposal.

5. Except as amended herein, all provisions of the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. previously promulgated and recorded by the original Declaration and any Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

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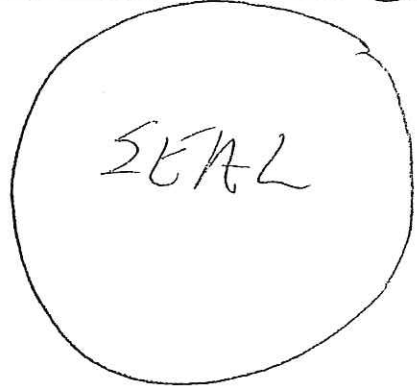
TURNERS COVE HOMEOWNERS  
ASSOCIATION, INC.

By: *Michael J. L...*  
President

Attest: *Jo Ann K. Schwartz*  
Secretary

Signed, sealed and delivered  
In the presence of:

*Deborah M. Lightfoot*



*Deborah M. Lightfoot*  
Notary Public, Chatham County, GA



THOMAS J. MAHONEY, JR.  
ATTORNEY AT LAW  
POST OFFICE BOX 786  
SAVANNAH, GA 31402

Clock#: 1452798  
FILED FOR RECORD  
9/28/2012 02:01pm  
PAID: 182.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

2012  
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STATE OF GEORGIA )

Return to: Thomas J. Mahoney, Jr.

Ranitz Mahoney Mahoney & Pace,

PC

COUNTY OF CHATHAM )

P. O. Box 786

Savannah, GA 31402

*Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.*

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION  
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 24<sup>th</sup> day of September, 2012, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

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**WITNESSETH:**

**WHEREAS**, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

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**WHEREAS**, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

**WHEREAS**, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration; and

**WHEREAS**, Article 8, Section 8.4 of The Declaration provided that the Declaration may be amended at any time by an instrument signed by members of the Association then entitled to cast at least 67% of the votes of each class of member of the Association; and provided, however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

**WHEREAS**, the Board of Directors of the Turners Cove Homeowners Association, Inc. sent notice to all property owners at least 30 days in advance of a meeting scheduled for August 30, 2012 setting forth proposed Covenant changes, and

**WHEREAS**, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on August 30, 2012; and

**WHEREAS**, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

WHEREAS, it is the purpose of this Seventh Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

NOW, THEREFORE, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 8.16 Docks and Usage and subsections (a), (b) and (c) thereof are deleted in their entirety and inserted in lieu thereof the following:

“Section 8.16 Docks and Usage: The Common Area includes docks as shown on the Plat for Phase 5, dated June 6, 2007. This Common Area, including such docks, is for residents and their guests only. In accordance with the Georgia Property Owners Act, O.C.G.A. § 44-3-225, any common expenses benefitting less than all the lots shall be specially assessed equitably against all the lots so benefitted as determined by the Association. Association is responsible for all utilities, maintenance and upkeep of the docks and will promulgate rules and regulations further governing their use as necessary subject to the terms listed below. The docks shown on plat dated June 14, 2007 are divided into two categories as set forth herein:

“(a) Portions of the docks marked “Permanent Area” on the plat dated June 14, 2007 may be sold or leased, but only to Owners. If an Owner purchases a portion of a dock in the Permanent Area by an agreement of Conveyance of Dock Interest, such Owner's interest in the docks may be transferred, but only to another Owner in Turners Cove. If an Owner conveys the Residential Unit titled in the name of said Owner without separately disposing of any interest in the dock, such interest will automatically pass with the Residential Unit.

“(b) If a portion of the docks in the Permanent Area is leased, all leased income may be retained by the Conveyance of Dock Interest owner after notifying in writing the Dock Committee and Board of Turners Cove terms of the lease.

“(c) Any owner purchasing a Conveyance of Dock Interest, or leasing a portion of the docks shall be entitled to access thereto across the remaining portion of the docks and shall be entitled at a reasonable rate set by the Dock Committee of the Association to the use of water and electricity.”

2. Section 8.16 Docks and Usage, subsection (f) is amended to delete the words and figures “twenty-four (24)” and insert and substitute in lieu thereof the words and figures “seventy-two (72).”

3. Section 8.16 Docks and Usage is amended to add the following subsection (g) to read as follows:

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"Section 8.16 Docks and Usage:

"(g) Maintenance costs will be split between the Conveyance of Dock Interest Agreement Owners and the Association on a 50-50 basis. If damages can reasonably be ascribed to a particular slip, that Owner alone shall pay 50 percent of repair cost. If damage cannot be ascribed to a particular slip then, in the best judgment of the Dock Committee of the Association, all Owners will be assessed a pro-rata share of half the repair costs. If pilings have to be replaced all Owners will be assessed a pro-rata share of half the repair cost, based on the number of feet each owns, compared to the total usable linear feet of the outside of each finger. If pilings have to be replaced, all Conveyance of Dock Interest Owners will be assessed a pro-rata share of half the repair costs. Notwithstanding the above, if a current Conveyance of Dock Interest Owner has a Conveyance of Interest Agreement exempting him from paying half the maintenance costs, then the agreement will be honored, but only as long as the Owner continues to reside in Turners Cove and owns the slip."

4. Section 8.16 Docks and Usage is amended to add the following subsection (h) to read as follows:

"Section 8.16 Docks and Usage:

"(h) The Dock Committee and the Board of Directors of the Association shall be empowered to enact reasonable rules and regulations for the efficient and safe management of the docks. Such powers include, but are not limited to, setting rates for utilities and creating a plan and budget for routine maintenance."

5. Section 8.16 Docks and Usage is amended to add the following subsection (i) to read as follows:

"Section 8.16 Docks and Usage:

"(i) The two southernmost permanent docks, when they revert from exclusive use by the current users, will be either leased for a specific period of time to Turners Cove unit owners or kept as common area. The fees collected shall be deposited in a special Dock Maintenance Account."

6. The remaining portions of Section 8.16 are hereby restated as if repeated herein verbatim.

7. Attached hereto and marked collectively as Exhibit "A" are the original signatures of the votes of the Owners and/or the original signatures of proxy granting another Owner or Owners to express and vote on the proposals.

8. Except as amended herein all provisions of the Declaration of Covenants.

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Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. previously promulgated and recorded by the original Declaration and any Amendments thereto shall remain in full force and effect.

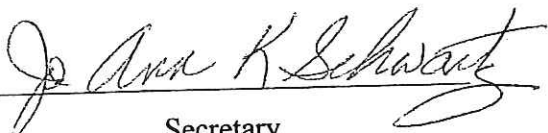
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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

TURNERS COVE HOMEOWNERS  
ASSOCIATION, INC.

By:   
President

Attest:   
Secretary

Signed, sealed and delivered  
In the presence of:



Thomas J. Mahoney Jr.

Deborah M. Lightfoot  
Notary Public, Chatham County GA



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Doc ID: 029217040004 Type: COVE  
Recorded: 11/16/2015 at 09:48:46 AM  
Fee Amt: \$18.00 Page 1 of 4  
Chatham, Ga. Clerk Superior Court  
Daniel Massey Clerk Superior Court

BK **673** PG **434-437**

STATE OF GEORGIA    )  
                                  )  
COUNTY OF CHATHAM )

Return to: Frank E. Jenkins, III  
Jenkins & Bowen, P.C.  
11 Cedar View Drive  
Savannah, GA 31410

*Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.*

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION  
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 21<sup>st</sup> day of October, 2015, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

**WITNESSETH:**

**WHEREAS**, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

**WHEREAS**, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

**WHEREAS**, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration and

**WHEREAS**, Article 8, Section 8.4 of the Declaration provided that the Declaration may be amended at any time by an instrument signed by member of the Association then entitled to cast at least 67% of the votes of each class of member of the Association; and provided,

however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

**WHEREAS**, the Board of Directors of the Turners Cove Homeowners Association, Inc sent notice to all property owners at least 30 days in advance of a meeting scheduled for September 14, 2015, setting forth three proposed Covenant changes with Board recommendations affixed, and

**WHEREAS**, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on September 14, 2015; and

**WHEREAS**, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

**WHEREAS**, it is the purpose of this Eighth Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

**NOW, THEREFORE**, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 4.4 Exterior Maintenance, which reads as follows, shall be deleted in its entirety

The exterior of all Residential Units, including painting of exterior walls and roof repair, will be the responsibility of the Association. No Owner may alter the appearance of the exterior of any Residential Unit.

2. The following Section 4.4 Exterior Maintenance having thus been duly adopted as provided above shall be inserted in lieu of the previously deleted provisions of Section 4.4 Exterior Maintenance as follows:

The Association at its expense shall maintain the surfaces of the exterior Residential Unit sidings within the Turners Cove Subdivision. The Association shall maintain, repair and replace the roofs as needed. Maintenance, repair and replacement of glass

surfaces shall be the responsibility of and at the expense of the Owner of the Residential Unit. As required by the Association and under its direction, the owner of a Residential Unit shall at his/her expense repair or replace any siding on his/her Residential Unit, including, but not limited to, replacement and repair of any brick, stucco, or wood siding. The Association at its expense and in its sole discretion shall refinish, repaint and caulk the exterior building finishes of the Residential Units as needed. The Association shall have the sole authority to select and maintain the exterior color scheme for all Residential Units, buildings and structures, and no Owner shall alter the appearance of the exterior of any Residential Unit.

- 3. The last sentence of Section 7.4 Owners Responsibility, which reads as follows, shall be deleted in its entirety:

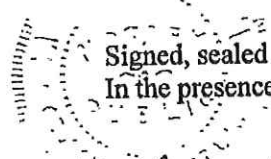
Any exterior refinishing will be done by the Association at the expense of Owner.

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

By: Bruce Thomas Jacobs  
Bruce Thomas Jacobs, President

Attest: Cheshire Whitledge  
Cheshire Whitledge, Secretary



Signed, sealed and delivered  
In the presence of:

Nancy Haupt-Meeker  
Witness

Sworn to and subscribed before me,  
this 21st day of October, 2015.

Notary Public, Chatham County, GA  
My Commission Expires: \_\_\_\_\_

