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8/29/2007 03:55pm  
PAID: 14.00  
Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

BOOK  
PAGE  
330 2 583

Prepared by and after recording return to:  
Elizabeth F. Thompson, Esq.  
Hunter, Maclean, Exley & Dunn, P.C.  
200 East Saint Julian Street, Suite 500  
Savannah, Georgia 31401

**PLEASE CROSS INDEX TO:** Declaration of Covenants, Conditions, and Restrictions for Stonebridge at Berwick Plantation, dated August 26, 2003 and recorded in Deed Book 258-B, Page 001, Chatham County, Georgia records.

**SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**Stonebridge at Berwick Plantation  
Phase 4C-4D**

24<sup>th</sup> This Supplemental Declaration (the "Supplemental Declaration") is hereby made this day of August, 2007, by GENESIS DESIGNER HOMES, LLC, a Georgia limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, Genesis is the owner of that certain tract, parcel, or lot of real property located in Chatham County, Georgia, and more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Additional Property"); and

WHEREAS, the Property is a portion of the overall development known and designated as "Stonebridge at Berwick Plantation": and

WHEREAS, Stonebridge is subject to that Declaration of Covenants, Conditions, and Restrictions for Stonebridge at Berwick Plantation, dated August 26, 2003, and recorded in Deed Book 258-B, page 001, Chatham County, Georgia records, together with all amendments, modifications, supplements, and restatements thereof (hereinafter collectively referred as the "Declaration"); and

WHEREAS, Article IX, Section 9.1 of the Declaration provides the Declarant may expand the Properties by recording a Supplemental Declaration: and

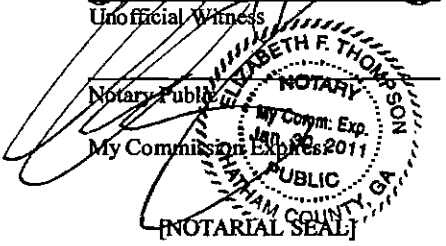
WHEREAS, Declarant desires to modify the Declaration to include the Additional Property, and to provide for the orderly management of the Additional Property in accordance with the Declaration:

NOW, THEREFORE, Declarant hereby declares that the Additional Property, together with any additions made thereto shall be held, transferred, sold, conveyed, and occupied subject to the following:

1. The Declarant does hereby modify and amend Exhibit "B" of the Declaration to add the Additional Property. It is the intention of this amendment to subject the Additional Property to the Declaration.
2. In all other respects, the terms and conditions of the Declaration shall control and shall be in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be duly executed by its authorized officers, this 24 day of August, 2007.

Signed, sealed and delivered  
in the presence of:  
*Melissa Jewett*  
Unofficial Witness



GENESIS DESIGNER HOMES, LLC a  
Georgia limited liability company  
By: *[Signature]*  
Its: Richard Best as named

**EXHIBIT "A"**  
**SUBMITTED PROPERTY**

**Stonebridge at Berwick Plantation, Phase 4C-4D**

All those certain lots, tracts or parcels of land, situate, lying and being in Chatham County, Georgia, and shown as Lots 245-338, Phase 4C-4D, Stonebridge, on that plat entitled "Stonebridge, Phase 4C-4D, Lots 245-338, Being Within a Portion of Tract T-3' of the C&S Tract Known as Berwick Plantation, 7th G.M.D. Chatham County, Georgia," prepared by Chad W. Carpenter, G.R.L.S. No. 2979, last revised June 27, 2007, and recorded in Subdivision Map Book 38-S, Pages 93A-93E, inclusive, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, which plat is incorporated herein for a more particular reference thereof.

Subject, however, to all valid restrictions, easement and rights of way of record.

This being a portion of that property conveyed by Warranty Deed from Genesis Real Estate Group, LLC to Genesis Designer Homes, LLC, dated September 12, 2006, recorded in Deed Book 313-J, Page 553, aforesaid records.

Block#: 459690  
FILED FOR RECORD

10/22/2003 02:13pm

PAID: 10.00

Susan D. Prouse, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

Prepared by and after recording return to:  
Robert B. Brannen, Jr.  
Inglesby, Falligant, Horne,  
Courington & Chisholm, P.C.  
P.O. Box 1368  
17 West McDonough Street  
Savannah, Georgia 31401

Cross Reference: Deed Book 258 B, page 1,  
and Deed Book 257 Z, page 545, Chatham  
County, Georgia records.

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**CONSENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONEBRIDGE AT BERWICK PLANTATION**

Scarlet A. Jones, as the owner of Lot 112, Phase 1-A, Stonebridge Subdivision (the "Lot), hereby consents to the addition of the Lot to the property that is subject to the Declaration of Covenants, Conditions and Restrictions for Stonebridge at Berwick Plantation, dated August 26, 2003, and recorded in Deed Book 258 B, page 1, Chatham County, Georgia records and agree that said Lot shall hereafter be owned, sold and conveyed subject to said Declaration, this 20 day of October, 2003.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness  
Nelly A. Turney-Gatzke  
Notary Public

[Signature] (SEAL)  
Scarlett A. Jones

My Commission Expires: \_\_\_\_\_  
Notary Public, Chatham County, Georgia  
My Commission Expires Sept. 17, 2005

[NOTARIAL SEAL]



Clock#: 628624  
FILED FOR RECORD

2/09/2005 02:16PM

PAID: 14.00

Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

After recording return to:  
Wm. Jarell Jones, P.C.  
561 Ocean Boulevard  
Saint Simons Island, GA 31522  
912-638-2929

PLEASE CROSS INDEX TO: Declaration of Covenants,  
Conditions, and Restrictions for Stonebridge at Berwick  
Plantation, dated August 26, 2003 and recorded in Deed  
Book 258-B, Page 1, Chatham County, Georgia records.

STATE OF GEORGIA

COUNTY OF CHATHAM

FIRST AMENDMENT  
TO  
DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
STONEBRIDGE AT BERWICK PLANTATION

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THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR STONEBRIDGE AT BERWICK  
PLANTATION ("Amendment") is made as of January 1, 2005 by **GENESIS  
DESIGNER HOMES, LLC**, a Georgia limited liability company ("Declarant").

WHEREAS, Declarant executed those certain Declaration of Covenants,  
Conditions, and Restrictions for Stonebridge at Berwick Plantation (the  
"Covenants") on or about August 26, 2003 and said Covenants were recorded of  
record with the Clerk of Superior Court of Chatham County, Georgia on  
September 8, 2003 at Deed Book 258-B, Page 1, Chatham County, Georgia  
records;

WHEREAS, said Covenants provided in Article XVI, Section 16.1 for the  
unilateral amendment of said Covenants by the Declarant;

WHEREAS, the within Amendment has no material adverse effect upon  
the rights of more than 2% of the Owners (as such term is defined in the  
Covenants);

WHEREAS, the Declarant desires to amend said Covenants as hereinafter set forth;

NOW THEREFORE, the Declarant does hereby amend said Covenants, and declare same as hereinafter provided.

1. A new Section 8.9 shall be added as follows:

8.9 Initiation Fee.

For so long as the Declarant has the authority to appoint a majority of the Board, the Declarant may, but shall not be obligated to, charge an Initiation Fee to each Owner at the closing of the purchase of a Unit from the Declarant. The amount of such Initiation Fee shall be determined by the Declarant in its sole discretion, but shall not be in excess of an amount equal to the Base Assessment for the fiscal year in which the closing occurs. In the event an Owner does not pay the Initiation Fee at the closing of the purchase of a Unit from the Declarant, such Initiation Fee shall be due and payable and collectible as an assessment pursuant to Article VIII of this Declaration. Any Initiation Fee collected may be used by the Declarant or (in the sole discretion of the Declarant) the Association for any Common Expenses and need not be included in the Association's annual budget. The Initiation Fee shall only apply to the sale of a Unit from the Declarant to an initial purchaser. Neither the Association, the Board, nor the Declarant shall have the authority to impose an Initiation Fee on any purchase or sale of a Unit after the initial sale of such Unit by the Declarant (except any such sale by Declarant to a related party for purposes of construction of a dwelling thereon). In such event, the first purchaser from such related party, shall, in the sole discretion of the Declarant, be charged an Initiation Fee. This provision shall terminate at such time that the Declarant ceases to have the power to appoint a majority of the Board as set forth in the By-Laws.

2. Effective Date. This Amendment shall be effective upon Recording.

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IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed by its authorized officers, this 1 day of January, 2005.

GENESIS DESIGNER HOMES, LLC  
a Georgia limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

Notary Public, Chatham County, Georgia  
My Commission Expires Aug. 26, 2008

My Commission Expires:  
[NOTARIAL SEAL]



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282 2 512

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Daniel W. Massey, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

Prepared by and after recording return to:  
Elizabeth F. Thompson, Esq.  
Hunter, Maclean, Exley & Dunn, P.C.  
200 East Saint Julian Street, Suite 500  
Savannah, Georgia 31401

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326 0 752

**PLEASE CROSS INDEX TO:** Declaration of Covenants, Conditions, and Restrictions for Stonebridge at Berwick Plantation, dated August 26, 2003 and recorded in Deed Book 258-B, Page 001, Chatham County, Georgia records.

**SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**Stonebridge at Berwick Plantation  
Phases 4-B and 4-B**

This Supplemental Declaration (the "Supplemental Declaration") is hereby made this \_\_\_\_\_ day of May, 2007, by **GENESIS DESIGNER HOMES, LLC**, a Georgia limited liability company ("Declarant").

**WITNESSETH:**

**WHEREAS**, Genesis is the owner of that certain tract, parcel, or lot of real property located in Chatham County, Georgia, and more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Additional Property"); and



WHEREAS, the Property is a portion of the overall development known and designated as "Stonebridge at Berwick Plantation"; and

WHEREAS, Stonebridge is subject to that Declaration of Covenants, Conditions, and Restrictions for Stonebridge at Berwick Plantation, dated August 26, 2003, and recorded in Deed Book 258-B, page 001, Chatham County, Georgia records, together with all amendments, modifications, supplements, and restatements thereof (hereinafter collectively referred as the "Declaration"); and

WHEREAS, Article IX, Section 9.1 of the Declaration provides the Declarant may expand the Properties by recording a Supplemental Declaration; and

WHEREAS, Declarant and Genesis desire to modify the Declaration to include the Additional Property, and to provide for the orderly management of the Additional Property in accordance with the Declaration;

NOW, THEREFORE, Declarant hereby declares and Genesis hereby consents that the Additional Property, together with any additions made thereto shall be held, transferred, sold, conveyed, and occupied subject to the following:

1. The Declarant does hereby modify and amend Exhibit "B" of the Declaration to add the Additional Property. It is the intention of this amendment to subject the Additional Property to the Declaration.
2. In all other respects, the terms and conditions of the Declaration shall control and shall be in full force and effect.

IN WITNESS WHEREOF, the Declarant and Genesis have caused this Supplemental Declaration to be duly executed by its authorized officers, this \_\_\_\_\_ day of May, 2007.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
 Unofficial Witness  
 vs  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires \_\_\_\_\_  
 ELIZABETH R. BROWN  
 Notary Public  
 State of Georgia  
 My Commission Expires 05/30/2011

[NOTARIAL SEAL]

GENESIS DESIGNER HOMES, LLC a Georgia limited liability company

By: \_\_\_\_\_  
Its: RICHARD WEST / OWNER

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**EXHIBIT "A"**  
**SUBMITTED PROPERTY**

**Stonebridge at Berwick Plantation, Phase 4-A**

All those certain lots, tracts or parcels of land, situate, lying and being in Chatham County, Georgia and shown as **Lots 163-207, PHASE 4-A, STONEBRIDGE**", on that plat entitled "Stonebridge, Phase 4-A, Lots 163-207, Being Within A Portion of Tract "I-3" of the C&S Tract Known as Berwick Plantation, 7<sup>th</sup> G.M.D., Chatham County, Georgia" prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated January 18, 2005, as last revised on October 19, 2005, and recorded in Subdivision Map Book 34-S, Pages 15A-15D, Chatham County, Georgia records.

**Stonebridge at Berwick Plantation, Phase 4-B**

All those certain lots, tracts or parcels of land, situate, lying and being in Chatham County, Georgia and shown as **Lots 208-244, PHASE 4-B, STONEBRIDGE**", on that plat entitled "Stonebridge, Phase 4-B, Lots 208-244, Being Within A Portion of Tract "I-3" of the C&S Tract Known as Berwick Plantation, 7<sup>th</sup> G.M.D., Chatham County, Georgia" prepared by Chad W. Carpenter, G.R.L.S. No. 2979, dated April 24, 2006, and recorded in Subdivision Map Book 35-S, Pages 98A - 98C, Chatham County, Georgia records.

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326 0 754

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PAID: 16.00

Susan D. Frouse, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

Prepared by and after recording return to:  
Robert B. Brannen, Jr.  
Inglesby, Falligant, Horne,  
Courington & Chisholm, P.C.  
P.O. Box 1368  
17 West McDonough Street  
Savannah, Georgia 31402

**PLEASE CROSS INDEX TO:** Declaration  
of Covenants, Conditions, and Restrictions  
for Stonebridge at Berwick Plantation, dated  
August 26, 2003 and recorded in Deed Book  
258-B, Page 001, Chatham County, Georgia  
records.

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**SUPPLEMENTAL  
DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**Stonebridge at Berwick Plantation  
Phase 3**

This Supplemental Declaration (the "Supplemental Declaration") is hereby made this  
2 day of December, 2004, by **GENESIS REAL ESTATE GROUP, LLC** a  
Georgia limited liability company ("Genesis") and **GENESIS DESIGNER HOMES, LLC**, a  
Georgia limited liability company ("Declarant")

**WITNESSETH:**

**WHEREAS**, Genesis is the owner of that certain tract, parcel, or lot of real property located  
in Chatham County, Georgia, and more particularly described on Exhibit "A", attached hereto and  
incorporated herein by this reference (the "Additional Property"); and

WHEREAS, the Property is a portion of the overall development known and designated as "Stonebridge at Berwick Plantation"; and

WHEREAS, Stonebridge is subject to that Declaration of Covenants, Conditions, and Restrictions for Stonebridge at Berwick Plantation, dated August 26, 2003, and recorded in Deed Book 258-B, page 001, Chatham County, Georgia records, together with all amendments, modifications, supplements, and restatements thereof (hereinafter collectively referred as the "Declaration"); and

WHEREAS, Article IX, Section 9.1 of the Declaration provides the Declarant may expand the Properties by recording a Supplemental Declaration; and

WHEREAS, Declarant and Genesis desire to modify the Declaration to include the Additional Property, and to provide for the orderly management of the Additional Property in accordance with the Declaration;

NOW, THEREFORE, Declarant hereby declares and Genesis hereby consents that the Additional Property, together with any additions made thereto shall be held, transferred, sold, conveyed, and occupied subject to the following:

1. The Declarant does hereby modify and amend Exhibit "B" of the Declaration to add the Additional Property. It is the intention of this amendment to subject the Additional Property to the Declaration.

IN WITNESS WHEREOF, the Declarant and Genesis have caused this Supplemental Declaration to be duly executed by its authorized officers, this 2 day of December, 2004.

Signed, sealed and delivered in the presence of:

Michele M. Hinds  
Unofficial Witness

Karen W Bryant  
Notary Public

**KAREN W BRYANT**  
**NOTARY PUBLIC CHATHAM COUNTY, GA**  
**MY COMMISSION EXPIRES MARCH 25 08**

[NOTARIAL SEAL]



GENESIS DESIGNER HOMES, LLC a Georgia limited liability company

By: [Signature]  
Its: Attorney-in-fact

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Signed, sealed and delivered  
in the presence of:

GENESIS REAL ESTATE GROUP, a  
Georgia limited liability company

Michelle M. Hudson  
Unofficial Witness

By: [Signature]  
Its: Attorney in fact

Karen W Bryant  
Notary Public

**KAREN W BRYANT**  
My Commission Expires  
**NOTARY PUBLIC CHATHAM COUNTY, GA**  
**MY COMMISSION EXPIRES MARCH 25 08**  
[NOTARIAL SEAL]



E:\Brent\DCS\Genesis\Stonebridge\Phase 3\Supp Dec Ph 3.wpd

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279 M 672

**EXHIBIT "A"**  
**SUBMITTED PROPERTY**

**Stonebridge at Berwick Plantation, Phase 3**

All those certain lots, tracts or parcels of land, situate, lying and being in Chatham County, Georgia and shown as **LOTS 67-111 AND LOTS 143-161, PHASE 3, STONEBRIDGE AT BERWICK PLANTATION**, on that plat entitled "Stonebridge, Phase 3, Lots 67-111 and Lots 143-161, Being Within Parcel "B" A Portion of Tract "I-2" & Parcel #1 A Portion of Tract "I-3" of the C&S Tract Known as Berwick Plantation, 7<sup>th</sup> G.M.D., Chatham County, Georgia" prepared by Boyce L. Young, G.R.L.S. No. 2282, dated June 24, 2004 and last revised September 8, 2004, and recorded in Subdivision Map Book 31-S, page 30-A & 30-B, Chatham County, Georgia records..

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673

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9/08/2003 08:37am

PAID: 166.00

Susan D. Prouse, Clerk  
Superior Court of Chatham County  
Chatham County, Georgia

Upon recording, please return to:  
Inglesby, Falligant, Horne,  
Courington & Chisholm, P.C.  
17 W. McDonough St.  
Savannah, Georgia 31402  
Attn: Robert B. Brannen, Jr., Esq.

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**DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS**

**FOR**

**STONEBRIDGE AT BERWICK PLANTATION**

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**STONEBRIDGE AT BERWICK PLANTATION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONEBRIDGE AT BERWICK PLANTATION ("Declaration") is made as of the date set forth on the signature page hereof by **GENESIS DESIGNER HOMES, LLC**, a Georgia limited liability company ("Declarant").

**PART ONE: INTRODUCTION TO THE COMMUNITY**

**Article I      Creation of the Community**

1.1.    Purpose and Intent.

Declarant, as the owner of the real property described in Exhibit "A," intends by Recording this Declaration to establish a general plan of development for the subdivision known as Stonebridge at Berwick Plantation. This Declaration provides a flexible and reasonable procedure for Stonebridge at Berwick Plantation's future expansion as Declarant deems appropriate and provides for its overall development, administration, maintenance, and preservation. An integral part of the development plan is the creation of Stonebridge at Berwick Plantation Homeowners Association, Inc., an association comprised of all owners of real property in Stonebridge at Berwick Plantation, to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referenced in this Declaration.

This document does not and is not intended to create a condominium under Georgia law.

1.2.    Binding Effect.

All property described in Exhibit "A," and any additional property which is made a part of Stonebridge at Berwick Plantation in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed, and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of Stonebridge at Berwick Plantation, their heirs, successors, successors-in-title, and assigns.

This Declaration, as it may be amended, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is Recorded. After such time, this Declaration shall be extended automatically for successive periods of 10 years

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each, unless an instrument signed by a majority of the then Owners has been Recorded within the year preceding any extension agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such instrument. Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Georgia law restricting the period of time that covenants on land may be enforced, such provision shall expire 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the easement holder.

1.3. Governing Documents.

<b>GOVERNING DOCUMENTS</b>	
<b>Articles of Incorporation</b> (filed with Secretary of State of the State of Georgia)	establishes the Association as a non-profit corporation under Georgia law
<b>By-Laws</b> (the Board of Directors adopts)	governs the Association's internal affairs, such as voting rights, elections, meetings, officers, etc.
<b>Declaration</b> (Recorded)	creates obligations which are binding upon the Association and all present and future owners of property in Stonebridge at Berwick Plantation
<b>Supplemental Declaration</b> (Recorded)	adds property to Stonebridge at Berwick Plantation; may impose additional obligations or restrictions on such property
<b>Architectural Guidelines</b> (Declarant adopts)	establish architectural standards and guidelines for improvements and modifications to Units, including structures, landscaping, and other items on Units
<b>Restrictions and Rules</b> (initial set attached as Exhibit "C")	govern use of property, activities, and conduct within Stonebridge at Berwick Plantation
<b>Board Resolutions</b> (Board adopts)	establish rules, policies, and procedures for internal governance and Association

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Diagram 1.1 - Governing Documents

The Governing Documents apply to all Owners and occupants of property within Stonebridge at Berwick Plantation, as well as to their respective tenants, guests, and invitees. Any lease on a Unit shall provide that the tenant and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents.

If any court should determine that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision.

Throughout the Governing Documents there are diagrams to illustrate the concepts discussed and to aid in the reader's comprehension. Such diagrams are for illustrative purposes only. In the event of a conflict between any diagram and the text of the Governing Documents, the text shall control.

## Article II Concepts and Definitions

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

**"Architectural Guidelines"**: The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended.

**"Area of Common Responsibility"**: The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreements.

**"Articles of Incorporation" or "Articles"**: Stonebridge at Berwick Plantation Homeowners Association, Inc.'s Articles of Incorporation, filed with the Secretary of State of the State of Georgia, as they may be amended.

**"Association"**: Stonebridge at Berwick Plantation Homeowners Association, Inc., a Georgia non-profit corporation, its successors or assigns.

**"Base Assessment"**: Assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as determined in accordance with Section 8.1.

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

**"Builder"**: Any Person who purchases one or more Units for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within Stonebridge at Berwick Plantation for further subdivision, development, and/or resale in the ordinary course of its business.

**"By-Laws"**: The By-Laws of Stonebridge at Berwick Plantation Homeowners Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as Exhibit "D."

**"Class "B" Control Period"**: The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board as provided in Section 3.3 of the By-Laws. The Class "B" Control Period shall terminate on the first to occur of the following:

- (a) when Declarant no longer owns any of the property described in Exhibits "A" and "B";
- (b) December 31, 2021; or
- (c) when, in its discretion, the Class "B" Member so determines.

**"Common Area"**: All real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

**"Common Expenses"**: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development or other original construction costs unless Members representing a majority of the total Class "A" vote of the Association approve. Payments due under leases of capital improvements such as street lights shall not be considered an initial development or original construction cost. Common Expenses may include assessments levied by the Master Association pursuant to the Master Declaration, and the costs of fulfilling any other duties or obligations under the Master Declaration, in the sole discretion of the Board of Directors.

**"Community-Wide Standard"**: The standard of conduct, maintenance, or other activity generally prevailing at Stonebridge at Berwick Plantation, or the minimum standards established pursuant to the Architectural Guidelines, Restrictions and Rules, and Board resolutions, whichever is the highest standard. Initially, Declarant shall establish such standard, which may contain both objective and subjective elements. The Community-Wide Standard may evolve as development progresses and as the needs and desires within Stonebridge at Berwick Plantation change.

COMMUNITY-WIDE STANDARD

The higher of:

MINIMUM STANDARDS  
STANDARD

OR

PREVAILING STANDARD

*Architectural Guidelines*  
*Restrictions and Rules*  
*Resolutions of Board*  
*Example set by Declarant, Board*

Diagram 2.1. Community-Wide Standard

"Declarant": Genesis Designer Homes, LLC, a Georgia limited liability company, or any successor or assign who takes title to any portion of the property described in Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as Declarant in a Recorded instrument the immediately preceding Declarant executes.

"Master Association" shall mean and refer to Berwick Plantation Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

"Master Declaration" shall mean the "Declaration of Covenants, Conditions, and Restrictions for Berwick Plantation," dated May 14, 2002, and, recorded in Record Book 235-P, Folio 676, Chatham County, Georgia records, including any and all amendments thereto.

"Member": A Person subject to membership in the Association pursuant to Section 6.2.

"Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Owner": One or more Persons who hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

"Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

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"Properties" or "Stonebridge at Berwick Plantation": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

"Record," "Recording," or "Recorded": The filing of a legal instrument in the Office of the Clerk of the Superior Court of Chatham County, Georgia, or such other place as may be designated as the official location for recording documents affecting title to real estate.

"Restrictions and Rules": The initial restrictions and rules set forth in Exhibit "C," as they may be supplemented, modified, and repealed pursuant to Article III.

"Special Assessment": Assessments levied in accordance with Section 8.3.

"Specific Assessment": Assessments levied in accordance with Section 8.4.

"Supplemental Declaration": An instrument Recorded pursuant to Article IX which subjects additional property to this Declaration, and/or imposes additional restrictions and obligations on the land described in such instrument.

"Unit": A portion of Stonebridge at Berwick Plantation, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a structure containing multiple dwellings for independent ownership, each dwelling shall be deemed to be a separate Unit.

A parcel shall be deemed to be a single Unit until such time as a plat subdivides all or a portion of the parcel. Thereafter, the subdivided portion shall contain the number of Units shown on the plat. Any portion not subdivided shall continue to be a single Unit.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

### **Article III Use and Conduct**

#### **3.1. Framework for Regulation.**

The Governing Documents establish, as part of the general plan of development for Stonebridge at Berwick Plantation, a framework of affirmative and negative covenants, easements, and restrictions which govern the Properties. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. Therefore, this Article establishes procedures for modifying and expanding the initial Restrictions and Rules set forth in Exhibit "C."

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3.2. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Restrictions and Rules. The Board shall mail notice to all Owners concerning any proposed action at least five business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, unless Members representing more than 50% of the total Class "A" votes in the Association and the Class "B" Member, if any, disapprove. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition as required for special meetings in the By-Laws. If the Board receives such petition prior to the effective date of any action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, Members representing more than 50% of the total Class "A" votes in the Association, at an Association meeting duly called for such purpose, may vote to modify, cancel, limit, create exceptions to, or expand the Restrictions and Rules then in effect. Such action shall require the approval of the Class "B" Member, if any.

(c) Prior to any action taken under this Section becoming effective, the Board shall send a copy of the new rule or explanation of any changes to the Restrictions and Rules to each Owner. The effective date shall be not less than 30 days following distribution to Owners. The Association shall provide, without cost, one copy of the Restrictions and Rules then in effect to any requesting Member or Mortgagee.

(d) No action taken under this Article shall have the effect of modifying, repealing, or expanding the Architectural Guidelines or any provision of this Declaration other than the initial Restrictions and Rules set forth in Exhibit "C." In the event of a conflict between the Architectural Guidelines and the Restrictions and Rules, the Architectural Guidelines shall control.

(e) The procedures set forth in this Section 3.2 do not apply to the Board's enactment by resolution of rules and regulations governing use and operation of the Common Area; provided, the Board may choose, in its discretion, to submit to such procedures.

3.3. Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Units and the Common Area is limited by the Restrictions and Rules as amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and

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marketability of his or her Unit can be affected by this provision and that the Restrictions and Rules may change from time to time. All purchasers of Units are on notice that the Association may have adopted changes and that such changes may not be reflected in a Recorded instrument. Copies of the current Restrictions and Rules may be obtained from the Association.

3.4. Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment), the Architectural Guidelines (as amended from time to time), or in the initial Restrictions and Rules set forth in Exhibit "C," all Restrictions and Rules shall comply with the following provisions:

(a) Similar Treatment. Similarly situated Owners shall be treated similarly.

(b) Signs and Displays. The Board shall not interfere with Owners' rights to display religious and holiday signs, symbols, and decorations inside structures on their Units, except that it may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

Except as otherwise provided in this Declaration or approved by the Board of Directors, signs (including "for sale" or "for rent" signs), banners, posters, placards, billboards, advertisements, bulletins, announcements, symbols, displays, or any other manifestation of a message, slogan, or symbol of any kind shall not be displayed upon or visible from the outside of a Unit or placed or displayed anywhere within the Properties; provided those signs installed or authorized during the initial construction of the Properties by Declarant and those signs required by Georgia law shall be permitted. In addition, one "builder identification" sign shall be permitted to be placed by the Builder on a Unit indicating the name of the building company constructing the residential dwelling on the Unit so long as such sign is placed in the area designated by the Board and the design, quality and size of the sign is approved in accordance with Article IV.

(c) Household Composition. The Board shall not interfere with the freedom of Owners to determine the composition of their households, except that it may require that all occupants be members of a single housekeeping unit and limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

(d) Activities Within Dwellings. The Board may not interfere with the activities carried on within the confines of dwellings, except that it may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of others, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

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(e) Allocation of Burdens and Benefits. The Board shall not alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's written objection. Nothing in this provision shall prevent the Board from changing the Common Area available, from adopting generally applicable rules for use of the Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(f) Alienation. The Board shall not prohibit leasing or transfer of any Unit, or require consent of the Association or Board for leasing or transfer of any Unit; provided, the Board may require a minimum lease term of up to 12 months. The Association may require that Owners use Board-approved lease forms, but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the Association's administrative costs relating to that lease or transfer.

(g) Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Unit prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Unit, and shall not apply to subsequent Owners who take title to the Unit after adoption of the rule.

(h) Reasonable Rights to Develop. The Association shall not unreasonably impede Declarant's right to develop the Properties.

The limitations in subsections (a) through (h) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XVI.

#### **Article IV Architecture and Landscaping**

##### **4.1. General.**

No structure or thing shall be placed, erected, or installed upon any Unit and no improvements or other work (including staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Properties, except in compliance with this Article and the Architectural Guidelines.

No approval shall be required to repaint the exterior of a structure in accordance with its most recently approved color scheme or to rebuild in accordance with previously approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his or her Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structure are subject to approval.

All dwellings shall be designed by and built in accordance with the plans and specifications of a licensed architect unless Declarant or its designee, in its sole discretion, otherwise approves.

This Article shall not apply to Declarant's activities, nor to activities of the Association during the Class "B" Control Period.

4.2. Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that Declarant has a substantial interest in ensuring that the improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article shall be commenced on such Owner's Unit unless and until Declarant or its designee has given its prior written approval for such activity, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Declarant's rights reserved under this Article shall continue so long as Declarant owns any portion of the Properties or has the right to expand the Properties pursuant to Section 9.1, unless earlier terminated in a Recorded instrument executed by Declarant.

Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder.

Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to (i) an architectural review committee appointed by the Board of Directors (the "ARC"), or (ii) a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (ii) Declarant's right to veto any decision which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of the foregoing entities shall be limited to such matters as Declarant specifically delegates to it.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters. The ARC, when appointed, shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the

Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Article, the entity having jurisdiction in a particular case is referred to as the "Reviewer."

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals. Declarant and the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget.

#### 4.3. Architectural Guidelines.

Declarant may prepare Architectural Guidelines, in its sole discretion. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications. The Architectural Guidelines are not the exclusive basis for the Reviewer's decisions and compliance with the Architectural Guidelines does not guarantee approval of any application.

Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Reviewer shall make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In Declarant's discretion, such Architectural Guidelines may be Recorded, in which event the Recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

#### 4.4. No Waiver of Future Approvals.

Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and

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application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans, or in connection with any other matter requiring approval, shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

#### 4.5. Variances.

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

#### 4.6. Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on aesthetic considerations only. The Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring Owners.

Declarant, the Association, the Board, any committee, or any member of the Board or any committee shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction or modifications to any Unit. In all matters, the Board, the ARC, and the members of each shall be defended and indemnified by the Association as provided in Section 7.6.

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**Article V Maintenance and Repair**

5.1. Maintenance of Units.

Each Owner shall maintain his or her Unit and all landscaping and improvements comprising the Unit in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit.

5.2. Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Unit and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. Alternatively, the Owner shall clear the Unit and maintain it in a neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs not covered by insurance proceeds.

**PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

**Article VI The Association and its Members**

6.1. Function of Association.

The Association is the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Georgia law.



6.2. Membership.

Every Owner shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(c) and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

6.3. Voting.

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

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2, except that there shall be only one vote per Unit. No vote shall be exercised for any property which is exempt from assessment under Sections 8.8(a) and (b). All Class "A" votes shall be cast as provided in Section 6.3(c) below.

(b) Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in the By-Laws. Additional rights of the Class "B" Member are specified in the relevant sections of the Governing Documents. After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove Board and committee actions as provided in the By-Laws.

The Class "B" membership shall terminate upon the earlier of:

- (i) two years after expiration of the Class "B" Control Period; or
- (ii) when, in its discretion, Declarant so determines and declares in a Recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Unit owned by a Class "A" Member shall be exercised by the Member. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary

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of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

## Article VII Association Powers and Responsibilities

### 7.1. Acceptance and Control of Association Property.

(a) The Association may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of Sections 13.5 and 15.2 hereof. The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by others for the provision of goods or services for the general benefit or convenience of Owners, occupants, and residents of the Properties.

(b) Declarant and its designees may convey to the Association, and the Association shall accept, personal property and fee title, leasehold, or other property interests in any real property, improved or unimproved, described in Exhibits "A" or "B." Upon Declarant's written request, the Association shall reconvey to Declarant any unimproved portions of the Common Area Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

### 7.2. Maintenance of Area of Common Responsibility.

The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

- (a) all portions of and structures situated on the Common Area;
- (b) landscaping within public rights-of-way within or abutting the Properties;
- (c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association;

(d) all ponds, streams, and/or wetlands located within the Properties which serve as part of the storm water drainage system for the Properties, including improvements and equipment installed therein or used in connection therewith; and

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

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

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members representing 75% of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced except with Declarant's prior written approval as long as Declarant owns any property described in Exhibits "A" or "B" of this Declaration.

The costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, a covenant to share costs, other Recorded covenants, or agreements with the owner(s) thereof.

### 7.3. Insurance.

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

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

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least two million dollars (\$2,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

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

(iv) Directors' and officers' liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter of the annual Base Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Savannah area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be

subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

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

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members.

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

(iv) contain an inflation guard endorsement;

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

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

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

(ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual

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Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

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

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

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

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

(iv) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

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

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least 75% of the total Class "A" votes in the Association, and the Class "B" Member, if any, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or the estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and

thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

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

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

7.4. Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit. (In the event that any occupant, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to

substantially the same condition as previously existed and any such action shall not be deemed a trespass; and

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Architectural Guidelines from continuing or performing any further activities in the Properties.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the By-Laws:

(i) abating an immediate violation on the Common Area and exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action (which may be provided in lieu of the notice and hearing procedures set forth in the By-Laws).

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;



(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce city and county ordinances, if applicable, for the benefit of the Association and its Members, and any municipality having jurisdiction may enforce ordinances within the Properties.

#### 7.5. Implied Rights: Board Authority.

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not create any independent legal duty to institute litigation on behalf of or in the name of the Association or the Members.

In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in Section 3.26 of the By-Laws.

#### 7.6. Indemnification of Officers, Directors, and Others.

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

Section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

7.7. Safety and Security.

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within Stonebridge at Berwick Plantation, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of its Unit that the Association, its Board and committees, and Declarant are not insurers or guarantors of security or safety and that each Person within the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

7.8. Provision of Services.

The Association may provide, or provide for, services and facilities for the Owners and their Units, and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Base Assessment if provided to all Units. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Units as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

7.9. Relationships with Other Properties.

The Association may enter into contractual agreements or covenants to share costs with any neighboring property to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance.

7.10. Facilities and Services Open to the Public.

Certain facilities and areas within the Properties may be open for use and enjoyment of the public. Such facilities and areas may include, by way of example: greenbelts, trails and paths, parks, and other neighborhood spots conducive to gathering and interaction, roads, sidewalks, and medians. Declarant may designate such facilities and areas as open to the public at the time Declarant makes such facilities and areas a part of the Area of Common Responsibility or the Board may so designate at any time thereafter.

**Article VIII Association Finances**

8.1. Budgeting and Allocating Common Expenses.

At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments and Special Assessments against the Units, as authorized in Section 8.5.

The Association is authorized to levy Base Assessments equally against all Units subject to assessment under Section 8.5 to fund the Common Expenses. In determining the Base Assessment rate per Unit, the Board may consider any assessment income expected to be generated from any additional Units reasonably anticipated to become subject to assessment during the fiscal year.

Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy, which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be

disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved at a meeting by Members representing at least 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

#### 8.2. Budgeting for Reserves.

The Board shall prepare and review at least annually a reserve budget for the Area of Common Responsibility. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

#### 8.3. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units which will be subject to such Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.





















































