

BYLAWS
OF
THE RETREAT AT FOREST LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY

NAME AND LOCATION. The name of the corporation is The Retreat at Forest Lakes Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 606 Browns Cove Road, Ridgeland, South Carolina 29936, but meetings of members and directors may be held at such place or places within Chatham County, State of Georgia, as may be designated by the Board of Directors.

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ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to The Retreat at Forest Lakes Homeowners Association, Inc., its successors and assign.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land as shown upon the attached site plan or the approved final plat, with the exception of the Common Area, and shall include all improvements thereon. Each plot of land is the area for one (1) residential unit, designed for single-family ownership.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Portrait Homes-Retreat at Forest Lakes LLC, its successors and assigns, if such successors or assigns should acquire all of the Declarant's interest in the Properties.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Chatham County.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

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Section 1. Annual Meetings. The first annual meeting of the Members shall be held within sixty (60) days from the expiration of Declarant control, and each subsequent regular annual meeting of the Members shall be held within the same month of each year thereafter. Until the period of Declarant control expires as provided in the Declaration, any annual meetings shall not include the election of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

Section 6. First Regular Meeting. The first regular meeting of the Members shall occur within one (1) year of the conversion of the Class B membership to Class A membership or upon the voluntary relinquishment of Declarant's control.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of six (6) directors who need not be Members of the Association.

Section 2. Term of Office. At the First Regular Meeting, the Members shall elect three (3) directors for a term of one year and the remaining directors for a term of two (2) years, and at each annual meeting thereafter, the Members shall elect for a term of two (2) years the number of directors whose terms are expiring. The directors appointed by the Declarant shall serve until removed or until the First Regular Meeting.

Section 3. Removal. Any director may be removed by the Board, with or without cause or, by a majority vote of the Members of the Association at a properly called meeting of the Members. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After the period of Declarant control, nomination for election to the Board of Directors shall be made by a Nominating Committee or by another procedure approved by the Board of Directors. Nominations may also be made from the floor at the First Regular Meeting or the annual meetings thereafter. 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 be appointed by the Board of Directors from time to time as needed. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of

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votes shall be elected and the persons with the highest totals shall fill the vacancies with the longest term. Cumulative voting is not permitted.

Section 3. Declarant Rights. Declarant shall be entitled to appoint all Directors until voluntary relinquishment of that right or upon conversion of the Class B membership to Class A membership as provided in the Declaration.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held every three months without notice after Declarant control expires, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. During the period of Declarant control, regular meetings shall be held as determined by the Board of Directors, in its discretion.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. Provided further, that the Board of Directors shall ratify and approve the management agreement between the Association and Encore Real Estate Co., employing Encore Real Estate Co. to act as managing agent for the property for a term commencing on the date the Declaration is recorded and terminating after Declarant control has expired at an initial rate of Fourteen and no/100 Dollars (\$14.00) per Lot per month for each Lot which is subject to an assessment; provided however that notwithstanding anything contained herein or elsewhere to the contrary, that the Association has the right to terminate such management agreement without cause, which right is exercisable without penalty at any time after the termination of Class B membership, upon not less than sixty (60) days written notice to said managing agent.

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Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are property performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association or as required in the Declaration;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as provided in Article XIV hereof;
- (g) cause the Common Area to be maintained;
- (h) cause the exterior of the residential units to be maintained;
- (i) perform all other duties and responsibilities provided in the Declaration.

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ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors; a secretary, a treasurer; and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members or the annual appointment of the Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year, unless he or she shall sooner resign, shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article or as determined by the Board of Directors during the period of Declarant's control.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and absent some resolution from the Board of Directors specifying otherwise shall sign all checks and promissory notes.

Vice President

(b) The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; absent some resolution from the Board of Directors specifying otherwise shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

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ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

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Section 1. General. As more fully provided in the Declaration, each Member is obligated to pay to the Association monthly and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge of \$25.00 shall be added to it and the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

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Section 2. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board, according to the Declaration.

Section 3. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures affecting (i) the Properties, (ii) the Lots, and (iii) the Common Area, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Section 4. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance, which in the opinion of the Board may constitute a lien against the Properties or the Common Area, other than a lien against only a particular Lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 5. Forbearance. The Association shall have no authority to forbear the payment of assessments by any Owner.

ARTICLE XII

CONTRACTUAL POWERS

No contract or other transaction between this corporation and one or more of its Directors or between this corporation and any corporation, firm or association in which one or more of the Directors of this corporation are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof, which authorizes, approves or ratifies a contract or transaction.

ARTICLE XIII

INDEMNIFICATION

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board, and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other act of such directors, Board, officers, committee members, or Declarant, on behalf of the Owners, or arising out of their status as directors, Board, officers, committee members, unless any such contract or act is contrary to the provisions of the laws of the State of South Carolina, the Declaration or these By-Laws or shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all cost and expenses (including, but not limited to, counsel fees, amounts of judgment paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Declarant, may be involved by virtue of such persons being or having been such directors, officer, Board, committee member or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, Board, officer, committee member or Declarant.

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Section 2. Success on Merits. To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by him or her in connection therewith.

Section 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of any undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article XIII.

Section 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising by special assessment or otherwise, any sums required to discharge its obligations under this article. Every agreement made by the directors, Board, officers, members of such committees, Declarant or by the Managing Agent on behalf of the Owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder. The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to Declarant and any person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Declarant such person or entity.

ARTICLE XIV

MISCELLANEOUS

Section 1. Fidelity Bond. The Board shall require (1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in custody of the Association plus the Association reserve funds, the premium cost of which will be paid by the Association and (2) that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of Association funds and the Association reserves that will be in the custody of the management company, the premium cost of which will be paid by the Association, and shall at all times maintain a separate account for each reserve fund, for the total operating funds of the Association managed by the management company and for all other monies of the management company. The management company may hold all operating funds of the Association which it manages in a single

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operating account but shall at all times maintain records identifying all monies of each Association on such operating account.

Section 2. Applicability of Documents to Lessees of a Lot. The Declaration, By-Laws, and other Rules and Regulations of the Association shall be applicable to any person leasing the Lot and shall be deemed to be incorporated in any lease for any Lot in the Properties.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words:
The Retreat at Forest Lakes Homeowners Association, Inc.

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ARTICLE XVI

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles, the Declaration shall control.

ARTICLE XVII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Exhibit "A"

Parcel 1:

Lot B-2, Forest Lakes, Godley Station

All that certain lot, tract or parcel of land situated, and being located in the City of Pooler, the 8th G.M. District of Chatham County, Georgia, and being a portion of Lot B, Godley Station, and known as the Lot B-2 of Forest Lakes, and being more particularly described below:

Commencing at an iron pipe at the intersection of the western right-of-way of Godley Station Boulevard and the northern right-of-way of Forest Lakes Drive, thence along the northern right-of-way of Forest Lakes Drive along a curve to the right having an arc length of 294.68', a radius of 169.49', a tangent of 200.62', a delta of 99°36'54", and subtended by a chord having a bearing of South 46°09'01" W and a distance of 258.94' to an iron pipe; thence South 05°45'26" W a distance of 20.13' to an iron pipe; thence S 89°48'19" W a distance of 336.25' to an iron pipe; thence N 84°14'34" W a distance of 356.27' to an iron pipe being the Point of Beginning; thence N 84°14'34" W a distance of 351.30' to an iron pipe; thence N 73°59'38" W a distance of 267.92' to an iron pipe; thence N 05°35'50" W a distance of 7.33' to an iron pipe; thence along a curve to the left having a radius of 425.00', a tangent of 146.30', a delta angle of 37°59'22", a chord bearing of S 76°45'44" W, and a chord length of 276.66' to an iron pipe; thence S 57°46'01" W a distance of 633.28' to an iron pipe; thence leaving said Forest Lakes Boulevard Right-of-Way N 32°13'59" W a distance of 351.39' to an iron pipe; thence N 70°22' 06" E a distance of 81.04' to a point; thence N 37°30'17" E a distance of 51.75' to a point; thence S 62°53'47" E a distance of 67.43' to a point; thence N 57°44'10" E a distance of 78.16' to a point; thence N 38°09'08" E a distance of 64.91' to a point; thence S 80°57'28" E a distance of 41.35' to a point; thence N 58°36'19" E a distance of 77.20' to a point; thence N 52°06'50" E a distance of 110.09' to a point; thence N 52°03'17" E a distance of 51.78' to a point; thence N 39°06'34" E a distance of 103.14' to a point; thence N 36°38'06" E a distance of 42.77' to a point; thence N 04°21'45" E a distance of 122.89' to a point; thence S 64°27'50" E a distance of 25.08' to a point; thence N 88°35'17" E a distance of 45.03' to a point; thence N 61°23'07" E a distance of 65.56' to a point; thence N 54°41'11" E a distance of 88.60' to an iron pipe; thence S 80°42'14" E a distance of 849.20' to an iron pipe; thence S 05°45'25" W a distance of 450.90' to an iron pipe being the Point of Beginning.

This tract being bound on the north by Alta Towne Lakes Apartment Complex, on the east by Alta Towne Lakes Apartment Complex, on the south by Forest Lakes Boulevard, on the west by the Forest Lakes Amenities Tract, and on the northwest by lands of Godley Station West LLC, and containing an area of 15.151 acres.

This being the parcel land identified as Lot B-2 on that certain Survey entitled "An ALTA/ASCM Land Title Survey of Lot B-2, and a 5.850 Acre Portion of the Godley Tract, Forest Lakes, Godley Station, 8th G.M. District, Pooler, Chatham County, Georgia" prepared by Terry Mack Coleman, GRLS No. 2486, Kern-Coleman & Co., LLC, dated December 8, 2004 and last revised on March 29, 2005 and recorded in Plat Book 302 Page 402, Chatham County records.

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Parcel 2:

Multifamily Future Development Tract, Forest Lakes, Godly Station

All that certain lot, tract or parcel of land situated, and being located in the City of Pooler, the 8th G.M. District of Chatham County, Georgia, and being a portion of Lot B, Godley Station, and known as Multifamily Future Development Tract of Forest Lakes, and being more particularly described below:

Commencing at an iron pipe at the intersection of the western right-of-way of Godley Station Boulevard and the northern right-of-way of Forest Lakes Drive, thence along the northern right-of-way of Forest Lakes Drive along a curve to the right having an arc length of 294.68', a radius of 169.49', a tangent of 200.62', a delta of 99° 36' 54", and subtended by a chord having a bearing of S 46° 09' 01" W a distance of 258.94' to an iron pipe; thence S 05° 45' 26" W a distance of 20.13' to an iron pipe; thence S 89° 48' 19" W a distance of 336.25' to an iron pipe; thence N 84° 14' 34" W a distance of 351.30' to an iron pipe; thence N 73° 59' 38" W a distance of 267.92' to an iron pipe; thence N 05° 35' 50" W a distance of 7.33' to an iron pipe; thence along a curve to the left having a radius of 425.00', a tangent of 146.30', a delta angle of 37° 59' 22", a chord bearing of S 76° 45' 44" W, and a chord length of 276.66' to an iron pipe; thence crossing the right-of-way of Forest Lakes Boulevard S 47° 54' 10" E a distance of 159.30' to an iron pipe being the Point of Beginning; thence leaving said right-of-way of Forest Lakes Boulevard S 12° 21' 11" E a distance of 165.71' to an iron pipe; thence S 79° 11' 04" E a distance of 289.59' to an iron pipe; thence N 80° 00' 13" E a distance of 52.60' to an iron pipe; thence S 83° 49' 15" E a distance of 248.64' to an iron pipe; thence S 58° 59' 31" E a distance of 315.14' to an iron pipe; thence S 13° 39' 10" W a distance 60.80' to an iron pipe; thence S 16° 16' 04" W a distance of 104.33' to an iron pipe; thence S 84° 39' 49" W a distance of 99.67' to an iron pipe; thence N 58° 30' 44" W a distance of 137.90' to an iron pipe; thence N 72° 27' 15" W a distance of 287.81' to an iron pipe; thence N 79° 10' 13" W a distance of 344.29' to an iron pipe; thence S 89° 02' 58" W a distance of 125.69' to an iron pipe; thence N 70° 23' 38" W a distance of 112.94' to an iron pipe; thence N 84° 18' 32" W a distance of 79.19' to an iron pipe; thence S 73° 47' 59" W a distance of 217.98' to an iron pipe; thence along the right-of-way of Forest Lakes Boulevard N 57° 46' 01" E a distance of 636.33' to an iron pipe; thence along a curve to the right having an arc length of 44.50' a radius of 275.00', a tangent of 22.30' a delta angle of 9° 16' 21", a chord bearing of N 62° 24' 11" E, and a chord length of 44.46' to an iron pipe being the Point of Beginning.

This tract being bound on the North, East, and South by the lands of Godley Station West, LLC and on the West by Forest Lakes Boulevard and containing and are of 5.850 acres.

This being the parcel land identified as 5.850 AC (Upland) Portion of the Godley Tract on that certain Survey entitled "An ALTA/ASCM Land Title Survey of Lot B-2, and a 5.850 Acre Portion of the Godley Tract, Forest Lakes, Godley Station, 8th G.M. District, Pooler, Chatham County, Georgia" prepared by Terry Mack Coleman, GRLS No. 2486, Kern-Coleman & Co., LLC, dated December 8, 2004 and last revised on March 29, 2005 and recorded in Plat Book 30-P, Page 634, Chatham County records.

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STATE OF GEORGIA
COUNTY OF CHATHAM

Cross Reference: Deed Book 299 F
Page 365

**AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR THE RETREAT AT FOREST LAKES
and
BYLAWS OF
THE RETREAT AT FOREST LAKES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for The Retreat at Forest Lakes was recorded on December 19, 2005, in Deed Book 299 F, Page 365, of seq., Chatham County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Article XIII, Section Three of the Declaration provides that the Declaration may be amended by an instrument signed by sixty seven percent (67%) of the lot owners at The Retreat at Forest Lakes; and

WHEREAS, the Bylaws of The Retreat at Forest Lakes Homeowners Association, Inc. ("Bylaws") are recorded in Deed Book 299F, Page 391, of seq., aforesaid records; and

WHEREAS, Article XVI of the Bylaws provides that the Bylaws may be amended by a majority vote of a quorum of members of The Retreat at Forest Lakes Homeowners Association, Inc. ("Association") voting in person or by proxy at a meeting, or, pursuant to O.C.G.A. Section 14-3-704, by written consent; and

WHEREAS, at least sixty seven percent (67%) of the lot owners at The Retreat at Forest Lakes desire to amend the Declaration have approved these amendments to the Declaration by a written instrument, and at least a majority of a quorum of members have approved these amendments to the Bylaws;

NOW, THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1.

Article I, Section One and Article II, Section Three of the Declaration and Article II, Section 2 of the Bylaws each is hereby amended by adding the following to the end thereof:

The Properties constitute a residential property owners development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie, 1982), as such Act may be amended from time to time. In addition to all rights and powers afforded to the Board under this Declaration and the Bylaws, the Board shall have all rights and powers afforded under the Act and Georgia law.

2.

Article II of the Declaration is hereby amended by adding the following Section Ten thereto:

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON HOMES AT THE COMMUNITY.

Section Ten. "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such Act may be amended from time to time.

3.

Article V, Section One of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section One. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments provided for herein; and (iii) specific special assessments which may be assessed under this Declaration or as permitted under Section 44-3-225(a) of the Act, including, but not limited to, reasonable fines imposed by the Board for violations of the Declaration, Bylaws or Association rules.

All such assessments, together with charges, interest, costs, and reasonable attorneys' fees actually incurred, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot and Lot Owner against which each assessment is made. Such amounts shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Chatham County, Georgia land records evidencing the lien created under the Act and this Declaration. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

4.

Article V, Sections Nine and Ten of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following therefor:

Section Nine. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or other charge, or any part thereof, is not paid in full within 10 days of the due date, then: (1) the Board may accelerate any unpaid installments of the annual assessment or other assessments, if paid in installments; (2) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner; (3) interest at the rate of 10% per annum or such higher rate as may be permitted by the Act shall accrue from the due date; (4) the Board may suspend voting privileges and/or Common Area use privileges of the delinquent Owner, Lot and occupants and common services provided by the Association to the Lot; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration; and/or (6) the Board may take any other lawful action authorized under this Declaration, the Bylaws or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees actually incurred by the Association in collecting any sums owed hereunder.

If the voting rights for a Lot have been suspended, the Owner of such Lot shall not be eligible to: (1) vote, either in person or by proxy, on any matter requiring or permitting a vote of the Owners or members under this Declaration or the Association Bylaws; (2) act as proxy for any other member; (3) issue a written ballot or written consent; (4) be elected to the Board of Directors; or (5) vote as a director (if serving on the Board of Directors). In establishing the total number of votes required for a quorum, or any other purposes under this Declaration or the Bylaws, such Lot shall not be counted as an eligible vote and shall not be counted for purposes of determining the total number of Lots, Owners or members on which to base the calculation of a quorum, majority or other specified voting threshold.

Section Ten. Lien Priority. The lien provided for herein shall have priority as provided in the Act. The Association shall provide statements of account upon request as provided in the Act.

5.

Article XIII, Section Three of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section Three. Amendment. This Declaration may be amended with the affirmative vote, written consent, or combination thereof, of Owners holding 2/3 of the total eligible Association vote. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Chatham County, Georgia land records. Notwithstanding the above, the Board of Directors is authorized to amend the Declaration and/or Bylaws as necessary to comply with or conform to any applicable law.

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6.

Article XIII of the Declaration is hereby amended by adding the following Section Thirteen thereto:

Section Thirteen. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

7.

Article III, Section 3 of the Bylaws is hereby amended by deleting the phrase "at least fifteen (15) days before such meeting" therefrom and substituting "at least 21 days before each annual membership meeting and at least seven days before each special membership meeting" therefor.

8.

Article XI, Section 1 of the Bylaws is hereby amended by deleting the third sentence thereof in its entirety.

9.

Article XVI, Section 1 of the Bylaws is hereby amended by deleting that Section in its entirety and substituting the following therefor:

Section 1. Amendment. These Bylaws may be amended by the same procedure specified for amendments to the Declaration under Article XIII, Section Three of the Declaration.

IN WITNESS WHEREOF, the undersigned officers of The Retreat at Forest Lakes Homeowners Association, Inc., hereby certify that these amendments to the Declaration were duly approved by an instrument signed by sixty seven percent (67%) of the lot owners at The Retreat at Forest Lakes and that these amendments to the Bylaws were approved by a majority of a quorum of Association members, with any required notices duly given.

This 2nd day of August, 2013

Sworn to and subscribed before me this 2nd day of August, 2013

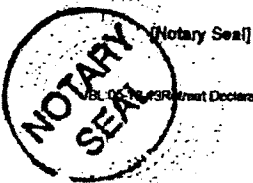
[Signature]
Witness

THE RETREAT AT FOREST LAKES
HOMEOWNERS ASSOCIATION, INC.

By: [Signature] (Seal)
President

[Signature]
Notary Public

Attest: [Signature] (Seal)
Secretary



(Notary Seal)

[Corporate Seal]