

Clock#: 721171
 FILED FOR RECORD
 10/03/2005 03:56pm
 PAID: 44.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

Clock#: 719982
 FILED FOR RECORD
 9/29/2005 03:50pm
 PAID: 44.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

----- (Space Above Reserved For Recording) -----

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

Return to: Joshua D. Walker, Esq.
 Weiner, Shearouse, Weitz,
 Greenberg & Shawe, LLP
 P.O. Box 10105
 Savannah, GA 31412-0305

BOOK
 295 J
 PAGE
 233

DECLARATION OF COVENANTS, CONDITIONS,
 AND RESTRICTIONS FOR COTTAGES AT AUTUMN LAKE

THIS DECLARATION, made this 29 day of SEPTEMBER, 2005, by BOUY
 BROTHERS BUILDERS, INC., a Georgia Corporation (the "Declarant").

WITNESSETH:

WHEREAS, Bouy Brothers Builders, Inc. is the owner of that certain tract or parcel of
 real property located in Chatham County, Georgia, and known as Cottages at Autumn Lake
 (hereinafter also sometimes referred to as the "Development"), being more particularly described
 on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, said property is a portion of the overall development known and designated
 as "BERWICK PLANTATION".

NOW, THEREFORE, Declarant hereby declares that the said property, together with
 such additions as may hereinafter be made thereto as provided in Article I, shall be held,
 transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements,
 charges and liens set forth herein. Cottages at Autumn Lake shall be a "Tract" of Berwick
 Plantation as defined in the Master Declaration (hereinafter defined).

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred,
 sold, conveyed and occupied subject to this Declaration is located in Berwick Plantation,
 Chatham County, Georgia, and is more particularly described in Exhibit "A" attached hereto.

Section 2. Additions to Existing Property. The Declarant shall have the right, but not the obligation, to subject any property adjacent to the Development or any or all of the property described on Exhibit B (attached hereto and by reference made a part hereof) to this Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to such additional property, or by making any conveyance subject to this Declaration.

ARTICLE II

Definitions. Unless otherwise defined in this Declaration, the words or terms defined in Article I of the Master Declaration (hereinafter defined) shall have the same meaning when used herein.

"Association" shall mean and refer to Cottages At Autumn Lake Homeowners Association, Inc., its successors and assigns.

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

"Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be all of the area of the subdivision saving and excepting therefrom all of the individual Lots to be conveyed to Owners, all of which will more particularly appear on the subdivision map to be recorded contemporaneously herewith. The Common Area shall be conveyed to the Association free and clear of encumbrances.

"Lot" shall mean and refer to any plot of land intended for individual ownership as a single family residence, as shown upon any recorded subdivision map of the Development with the exception of the Common Area.

ARTICLE III

MASTER COVENANTS AND ASSOCIATION

Section 1. Master Covenants. The Development is subject to that certain Declaration of Covenants, Conditions and Restrictions for Berwick Plantation, recorded in Deed Book 235-P, Page 676, in the Office of the Clerk of the Superior Court of Chatham County, Georgia (hereinafter referred to as the "Master Covenants").

BOOK
295 J
PAGE
234

Section 2. Declarant is a Vendee Member of The Berwick Plantation Property Owners Association, Inc. (hereinafter referred to as the "Master Association"). The Association shall be a Sub-Association Member of the Master Association upon being substituted for the Vendee Member pursuant to Article III, Section 2 of the Master Covenants.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within Cottages at Autumn Lake, hereby covenants, and 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: (1) annual assessments or charges, and (2) special assessments for capital improvements or for other purposes provided herein, such assessments to be established and collected as hereinafter provided; provided, however, that the Declarant shall be exempt from such assessments for a period of five (5) years from the date of the recording of this Declaration, except for such Lots which are owned by the Declarant and occupied by a tenant. The annual and special assessments, together with interest thereon at ten (10%) percent, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon at ten (10%) percent, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor in title.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Cottages at Autumn Lake and for the improvements and maintenance of the Common Area, the exterior maintenance of the homes situated within Cottages at Autumn Lake as provided herein and for purchasing group services and administration, including, but not limited to, street lighting, landscape maintenance, termite bond, waste services and fire subscription fees.

Section 3. Maximum Annual Assessment. ~~Until January 1, 2006, the maximum annual assessment shall be Two Thousand Four Hundred and No/100 (\$2,400.00) Dollars per lot,~~

which shall be paid annually, unless the Board of Directors determines to collect such assessments in other installments as provided herein.

(a) From and after January 1, 2006, the maximum annual assessment may be increased each year not more than five (5%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2006, the maximum annual assessment may be increased above five (5%) per cent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Notwithstanding the provisions contained herein with respect to the maximum annual assessment, a special assessment consisting of a working capital fund for the Association's initial operation equal to Five Hundred and 00/100 Dollars (\$500.00) for each Lot shall be assessed. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot and maintained in a segregated account for the use and benefit of the Association. Amounts paid into the working capital fund are not to be construed as advance payment of regular assessments. (The purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable.)

Replaced in Amendment 2

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Replaced in Amendment 1

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and

4. Written notice of any meeting called for the purpose of taking any action authorized under

Sections 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies to cast sixty (60%) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Unless otherwise provided for herein, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors of the Association shall promptly advise each Owner in writing of the estimated annual amount of the assessment for each Lot as so determined by the Board of Directors and shall furnish each Owner with a copy of the budget on which such estimate is based and, upon request shall furnish a copy of such budget to the mortgagee of such Lot. Initially, the assessments shall be collected in monthly installments, but the Board may determine, in its discretion, to collect assessments in other installments. If the said estimated amount proves inadequate for any such year for any reason, including nonpayment of any Owner's assessments, the Board of Directors may, at any time or from time to time, levy special assessments to cover such inadequacy.

The assessments provided for herein shall be established on the assessment year basis unless and until the Board of Directors of the Association elects to establish a different and/or more frequent assessment period. The assessment obligation shall commence as to each Lot at such time of closing of the sale of each Lot by the Declarant or upon delivery of possession of the Lot to its purchaser, whichever shall occur first.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall incur a five (5%) percent late penalty. The Association may bring an action at law against the Owner personally

obligated to pay the same, or foreclose the lien against the property. 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 Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed to secure debt or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to deed to secure debt or mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Nor shall any sale or transfer relieve any Owner from personal liability for any unpaid assessments.

BOOK
295 J
PAGE
238

ARTICLE V

INSURANCE COVERAGE

Section 1. Association Coverage. The Association shall obtain and maintain in full force and effect at all times, the following insurance coverages:

- (a) Directors and Officers Liability Insurance
- (b) Common Area Premises Liability Insurance
- (c) Such other types and amounts of insurance as may from time to time be deemed necessary, desirable, or proper, and be authorized by the Association by action of the Board of Directors.

Section 2. Owner Coverage. The record Owner of each Lot shall obtain and maintain in full force and effect, at all times, the following insurance coverages:

- (a) Fire and hazard insurance covering all of the insurable improvements on the Lot against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Lots, in an amount equal to the maximum insurable replacement value thereof, as determined periodically by the Association;
- (b) If the Lot is in a flood zone, Federal Flood Insurance covering all of the insurable improvements on the Lot against loss or damage by rising water in an

amount equal to the maximum insurable replacement value thereof, as determined annually by the Association.

Section 3. Failure to Insure. Individual Owners shall be responsible for acquiring said fire, hazard and flood insurance and the payment of premiums directly or through their financing agencies, and shall provide the Association with a copy of their policy and all renewals thereof prior to closing the purchase of a Lot and thereafter any time within fifteen (15) days' notice of a request by the Association for said information. If any Owner fails to provide said proof of insurance by the required date, the Association shall, after ten (10) days' notice to the Owner, purchase said insurance on the Owner's behalf at whatever rates are available through its insurance agent and assess said Owner for the cost thereof, plus interest thereon at the rate of 13% per annum.

Section 4. Insurance Requirements.

- (a) All policies shall be written with a company licensed to do business in the State of Georgia;
- (b) All policies shall be for the benefit of the Association, Owners and their mortgagees as their interest may appear.
- (c) All policies shall contain a standard mortgagee loss payee clause in favor of each said mortgagee which shall provide that the loss, if any, thereunder shall be payable to the Association and to such mortgagee as its interest may appear, subject, however to the loss payment provisions in favor of the Association.
- (d) All policies shall contain a standard provision providing that such policies may not be altered, substantially modified or canceled without at least thirty (30) days prior written notice to all of the insureds, including the Association and the mortgagee;
- (e) A copy of all policies and endorsements thereto shall be deposited with and maintained by the Association at its principal office;
- (f) Exclusive authority to adjust losses under the policies hereafter in force with respect to the submitted property shall be vested in the Board of Directors of the Association and said mortgagees;
- (g) The Owners and/ or the Association shall make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of

subrogation by the insurer as to any claims against the Association and its officers, directors, employees and agents, the Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; and (3) that no policy on the submitted property can be canceled, invalidated or suspended on account of the conduct of any director, officer, agent or employee of the Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

BOOK
295 J
PAGE
240

Section 5. Insurance Review. The Board of Directors shall conduct an insurance review at least every second year which shall include a replacement cost evaluation with regard to each Lot and the improvements thereon. Each Owner will then be notified of the necessary amount of coverage needed for replacement. Each individual Owner shall be responsible for having the amount of coverage deemed necessary by the Board of Directors.

ARTICLE VI

PROTECTIVE COVENANTS

Section 1. General. It is to the interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any Lot in Cottages at Autumn Lake and owners in Berwick Plantation that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

Section 2. Land Use. All Lots contemplated in the Development shall be, and the same hereby are, restricted exclusively for residential use. No structures of a temporary character, boat trailer, camper, tent, shack, carport, garage, barn, or other outbuilding shall be allowed on any portion of the Development at any time either temporarily or permanently, provided that Declarant may erect a construction trailer on the property in its discretion.

Section 3. Freehold Estate. Each Lot shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and provisions hereof.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the property, except that dogs, cats, or other household pets may be kept by the respective Owners in their respective residences, provided that they are not

kept, bred, or maintained for any commercial purpose and do not endanger the health or in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any residence or any resident thereof. Notwithstanding anything contained herein to the contrary, in no event shall more than two (2) dogs and three (3) cats be kept by any Owner.

Section 5. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed, or permitted to remain on the property which may endanger the health of or unreasonably disturb the Owner of any residence or any resident thereof. No business activities of any kind whatever shall be conducted in any building or on any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs, or billboards of Declarant.

Section 6. Garbage Cans, Etc. All equipment, garbage cans, service yards, wood piles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No clotheslines shall be erected on any Lot.

Section 8. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property in the Development or upon any structure situated upon the Development. The Board must approve in writing the location of any satellite dish and the Owner shall be responsible for any repairs or other costs necessitated by the placement of a satellite dish on a Lot.

Section 9. Leasing of Residences. Entire residences may be rented provided the occupancy is not for less than six (6) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Board of Directors. No room may be rented and no transient tenant accommodated.

Section 10. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the Development for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant, the Association or the providing utility or service company to install and maintain facilities and equipment on said

BOOK
2951
PAGE
241

Development, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all Lots and the roofs and exterior walls of all residences and buildings, provided disturbed areas are restored to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Development except as approved by the Declarant. This easement shall in no way effect any other easements on said Development which may be created by a separately recorded instrument or subdivision or other plat.

BOOK
295 J
PAGE
242

Section 11. Architectural Control. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon the Development, nor shall any exterior addition to or change or alteration therein or to any portion thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee composed of representatives appointed by the Board. In the event said committee fails to approve or disapprove within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein is intended to apply to the original construction by the Declarant in accordance with the original plan of development of Cottages at Autumn Lake.

Section 12. Parking.

Only the personal vehicles of Owners, their guests, tenants and lessees may be parked in the Cottages at Autumn Lake, specifically excluding commercial vehicles, trailers, campers, recreational vehicles, motor homes, boats, and disabled vehicles or vehicles under repair. This prohibition shall not apply to the temporary parking of service vehicles used for maintenance purposes or temporary parking of prohibited vehicles for loading and unloading purposes. ~~Notwithstanding anything contained herein to the contrary, no vehicle may be parked on the street or in Common Area.~~

Replaced in Amendment 1 - No cars allowed unless approved by board

Section 13. No Subdivision. No Lot may be divided or subdivided into a smaller Lot, nor any portion thereof separately sold, leased, rented or otherwise transferred.

Section 14. Obstruction Of Common Area. There shall be no obstruction of Common Area, nor shall anything be stored in the Common Area without the prior written consent of the Board of Directors.

Section 15. No Hazardous Materials. Nothing shall be done or kept on any Lot or in the Common Area which will increase the rate of insurance on any portion thereof. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will result in the cancellation of insurance on any portion thereof, or which would be in violation of any law. No waste will be permitted on the Common Area.

Section 16. Exterior Decorations. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls, doors, patios, decks or balconies of any portion of the Property, and no sign, awning, canopy, shutter shall be affixed to or placed upon the exterior walls or doors, yard, roof, decks, patios or balconies or any part thereof or exposed on or at any window without the express written approval of the Board of Directors of the Association. Notwithstanding anything contained herein to the contrary, any such written approval provided by these covenants shall also require the Declarant's written approval during the Class B membership.

Section 17. Nuisances. No noxious or offensive activity shall be maintained or carried on any Lot or in the Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to any other Owner or occupant. No Owner shall make or permit any disturbing noise on the Property, or any portion thereof, by himself, his family, servants, guests, tenants or lessees, nor do or permit anything by any of such persons that will interfere with the rights, comfort or convenience of other Owners. No clothes, sheets, blankets, laundry or any kind of other article shall be hung out of a building or exposed on a patio, deck or balcony or on any part of the Common Area. The Common Area and each Lot shall be kept free and clear of rubbish, debris and other unsightly materials, objects, or decorations.

ARTICLE VII

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

BOOK
295 J
PAGE
243

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area; and

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner as for failure to comply with the terms hereof.

(c) The right of the Association to promulgate and publish such additional restrictions, rules and regulations governing the use of the Common Area and the Lots, as deemed necessary to insure the protection and beneficial enjoyment thereof by all Owners. The Board of Directors shall be empowered to enforce compliance with the provisions of this Declaration, the By-Laws of the Association and any rules and regulations adopted by it, and may levy and impose fines for violations of said provisions.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants, who reside on the property.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Tract and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

BOOK
295 J
PAGE
244

Section 4. Right to Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Section 6. Encroachments. The Common Area, the individual Lots and the residences built thereon shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

ARTICLE IX

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total outstanding votes in the Class B membership; or,
- (b) Eight (8) years following conveyance of the first Lot to an Owner. Thereafter, the Class B member shall become a Class A member.

ARTICLE X

GENERAL PROVISION

Section 1. Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of the Master Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force or effect.

Section 3. Amendment. All amendments must be approved by at least seventy-five percent (75%) of the votes entitled to be cast by all members present, in person or by proxy, and voting at any meeting of the Association at which a quorum is present, or in writing by members entitled to cast at least a majority of the total authorized votes of all members of the Association, except that during the Class B membership the Declarant must give written approval of any such amendment. Notwithstanding the foregoing or any other provisions contained herein to the contrary, the Declarant reserves the right to make changes, revisions, or amendments to the terms and provisions of this Declaration to comply with the requirements of any mortgage lender, HUD, Fannie Mae, Freddie Mac, or the VA.

Section 4. Inspection of Books and Records. Any first mortgages or any Owner shall have the right to examine the books and records of the Tract Association within normal business hours.

Section 5. Application of Declaration, Bylaws and Tract Association. All present and future Owners, tenants and occupants of each Lot shall be subject to and shall comply with the provisions of this Declaration, the Master Declaration, the Bylaws and rules and regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and

BOOK
295 J
PAGE
246

fully stipulated in each deed, conveyance or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages, costs (including reasonable attorney's fees) or injunctive relief maintained by the Board of Directors on behalf of the Association or in the proper case, an aggrieved Owner himself.

Section 6. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless at the expiration of any twenty (20) year term or any ten year extension period the covenants and restrictions are expressly terminated by an instrument signed by not less than seventy-five (75%) percent of the Owners. A termination must be recorded.

Section 7. Emergency Repairs. The Association shall have a reasonable right of entry upon any Lot to make any emergency repairs and to do other work reasonably necessary for the proper maintenance/operation of the Development.

Section 8. Permits. The Association shall have the right to grant permits, licenses and easements over the Common Area for utilities, road or other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

Section 9. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to a timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or any one Lot upon which there is a first mortgage or deed to secure debt held, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency of assessments or charges owed by a Owner subject to a first mortgage or deed to secure debt held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

BOOK
2951
PAGE
247

ARTICLE XI

EXTERIOR MAINTENANCE

In addition to the maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, decks, porches, balconies, grass (mowing), walks, and other exterior improvements. Such exterior maintenance shall not include screens, glass surfaces, landscaping within enclosed patio or deck areas, doors, light fixtures or the watering, weeding or trimming of landscape beds.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject.

IN WITNESS WHEREOF, the Declarant, Bouy Brothers Builders, Inc., has caused these presents to be duly executed by its authorized officer and its corporate seal affixed thereon, this 28 day of September, 2005.

BOUY BROTHERS BUILDERS, INC.

By: Mark T. Bouy
Its: PRESIDENT

Attest: _____
Its: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public



BOOK
295 J
PAGE
248

EXHIBIT A
COTTAGES AT AUTUMN LAKE

All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being known as Cottages at Autumn Lake, Phase I, being more particularly described as Cottages at Autumn Lake, Phase I on that certain Subdivision Plat dated October 5, 2004, prepared by Thomas & Hutton Engineering Co. for Bouy Brothers Builders, Inc., and recorded in Subdivision Map Book 31-S, Page 66A et seq. Said plat is incorporated herein by reference for a more particular description of the metes, bounds and dimensions of the property herein described.

Subject however, to all covenants, conditions, encumbrances, easements, restrictions and rights-of-way of record.

BOOK
295 J
PAGE
249

EXHIBIT B

All those certain tracts of land being known as Tracts "G-1" and "G-2" of Berwick Plantation as shown on that certain survey by Boyce L. Young, Georgia R.L.S. #2282, Thomas & Hutton Engineering Co., dated December 13, 2002 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 27-S, Folio 3A, 3B, & 3C.

Said map or plat is incorporated herein by reference for a more particular description of the property herein described

BOOK
295 J
PAGE
250

Clock#: 1283525
FILED FOR RECORD
10/18/2010 03:55pm
PAID: 20.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

364 S 669
BOOK PAGE

Return after recording to:
Joshua D. Reeves, Esq.
Weinstock & Scavo, P.C.
7 E. Congress Street, Suite 1001
Savannah, Georgia 31401

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 295J
Page 233

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR COTTAGES AT AUTUMN LAKE**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake ("**Amendment**") is made this 1st day of October, 2010 by Cottages at Autumn Lake Homeowners Association, Inc., a Georgia non-profit corporation ("**Association**") and Bouy Brothers Builders, Inc., a Georgia corporation ("**Declarant**").

WITNESSETH:

WHEREAS, on October 3, 2005, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake in Deed Book 295J, Page 233, et seq., Chatham County, Georgia records (hereinafter, as amended or supplemented, the "**Declaration**") for the Cottages at Autumn Lake subdivision; and

WHEREAS, pursuant to Article X of the Declaration, the Declaration may be amended in writing by members entitled to cast at least a majority of the total authorized votes of all members of the Association and with the written approval of the Declarant during the Class B membership; and

WHEREAS, this Amendment has been approved in writing by members entitled to cast at least a majority of the total authorized votes of all members of the Association, as evidenced by the certification of the undersigned officers of the Association hereinbelow, and with the written approval of the Declarant, as evidenced by the execution of the Declarant hereinbelow; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. By deleting Article IV, Section 1 of the Declaration in its entirety and substituting therefore a new Article IV, Section 1, which shall read as follows:

"Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within Cottages at Autumn Lake, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore,

whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements or for other purposes provided herein and (3) specific assessments against any particular Lot established pursuant to the terms of this Declaration, such assessments to be established and collected as hereinafter provided; provided, however, that the Declarant shall be exempt from such assessments except for such Lots which are owned by the Declarant and occupied by a tenant. During any period for which the Declarant is exempt from such assessments, the Declarant shall pay the difference between the amount of assessments levied on all Lots each fiscal year and the amount of actual expenditures required to operate the Association during each fiscal year, exclusive of any capital reserve contributions. The assessments, together with late fees, interest thereon at ten (10%) percent per annum, costs and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, interest thereon at ten (10%) percent, costs and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such a successor in title. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, alleged failure of the Association to perform the maintenance responsibilities required under this Declaration, for inconvenience or discomfort arising from the making of repairs or improvements which are responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff."

2. By deleting Article IV, Section 3 of the Declaration in its entirety and substituting therefore a new Article IV, Section 3, which shall read as follows:

"Section 3. Annual Assessment.

(a) It shall be the duty of the Board of Directors of the Association (the "**Board**") to prepare a budget covering the estimated cost of operating the Association during the coming fiscal year. The budget may include a capital reserve contribution as part of the annual assessment in accordance with a capital budget that may be separately prepared by the Board. The Board shall cause a copy of the budget and the annual assessment to be levied therefrom to be mailed to each Owner at least thirty (30) days prior to the date on which the budget will become effective. The budget and the annual assessment shall become effective without the need of an Association vote; provided, however, if the annual assessment established by the Board exceeds the annual assessment for the previous year by an amount greater than ten percent (10%) of the annual assessment for the previous year (without regard to any increase in the annual assessment due to real estate taxes, insurance expenses or reserves), then the annual assessment shall require the affirmative vote or written consent of a majority of all the members of

the Association eligible to vote in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding fiscal year, then and until such time as a budget shall have been determined, the budget and assessments in effect for the current fiscal year shall continue for the succeeding fiscal year.

(b) In addition to the annual assessment, at the closing of the initial sale of each Lot to a party other than the Declarant, and at each and every subsequent resale of each Lot, the purchaser thereof shall pay to the Association an amount equal Five Hundred and No/100 Dollars (\$500.00) as an initial working capital contribution to be used by the Association to help defray the cost, in whole or in part, of the maintenance of the Common Area and Lots, capital repairs or any other lawful expense of the Association. These assessments are in addition to, and not in lieu of, the annual assessment, and shall not be considered an advance payment of the annual assessment.”

3. By deleting Article IV, Section 4 of the Declaration in its entirety and substituting therefore a new Article IV, Section 4, which shall read as follows:

Section 4. Special Assessments and Specific Assessments

“(a) Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or any other lawful expense of the Association, provided that any special assessment per Lot in excess of an average of Two Hundred Dollars (\$200.00) per fiscal year shall require the approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose; provided, that until the expiration of the Class B membership, no special assessment may be adopted without the consent of the Declarant.

(b) Specific Assessments. In addition to the annual assessments and special assessments authorized above, the Board shall have the power to levy specific assessments as hereinafter provided. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors, and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess lots for the following Association expenses, except for expenses incurred for maintenance and repair of items that are the maintenance responsibility of the Association, as provided herein:

(i) Any common expenses benefiting less than all of the Lots shall be specifically assessed equitably among all of the Lots so benefited, as determined by the Board of Directors;

(ii) Any common expenses occasioned by the conduct of less than all

of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots shall be specifically assessed against the Lot or Lots, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses; and

(iii) Any common expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the development as determined by the Board of Directors.”

4. Amending Article IV, Section 5 of the Declaration by deleting the second sentence thereof in its entirety and substituting therefore the following:

“At the first such meeting called, the presence in person or by proxy of at least one-third (1/3) of the total votes existing in the Association shall constitute a quorum.”

5. Amending Article VI, Section 12 of the Declaration by deleting the last sentence thereof in its entirety and substituting therefore the following:

“Notwithstanding anything contained herein to the contrary, no vehicle may be parked on the street or in the Common Area except as otherwise permitted by the Board of Directors in its sole discretion.”

6. Amending Article VII, Section 1(c) of the Declaration by adding a new sentence to the end of Article VII, Section 1(c), which shall read as follows:

“Any such fines imposed for violations of the provisions this Declaration, the Bylaws, or the rules and regulations promulgated by the Association and all costs incurred by the Association to enforce compliance with said provisions, including, without limitation, reasonable attorney’s fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.”

7. Amending Article VII, Section 1 of the Declaration by adding a new subsection (d), which shall read as follows:

“(d) The right of the Association or its duly authorized agent to enter upon any Lot or any portion of the Common Area to exercise self-help by abating or removing, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, or the rules and regulations promulgated by the Association. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of such self-help, including, without limitation, reasonable attorney’s fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.”

8. By deleting Article IX, Section 2 of the Declaration in its entirety and substituting therefore a new Article IX, Section 2, which shall read as follows:

“Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the class A membership equal the total outstanding votes in the Class B membership; or,
- (b) Twenty (20) years following conveyance of the first Lot to an Owner. Thereafter, the Class B member shall become a Class A member.”

- 9. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.
- 10. Except as amended hereby, the Declaration shall remain in full and effect. This Amendment shall be effective upon recordation in the Chatham County, Georgia records.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned officers of the Cottages at Autumn Lake Homeowners Association, Inc. hereby execute this Amendment on the date and year first above written and hereby swear under oath that the above Amendment has been approved in writing by members entitled to cast at least a majority of the total authorized votes of all members of the Association and that any notices required were properly given.

ASSOCIATION:

Signed, sealed and delivered
in the presence of:

Mary Eady
Unofficial Witness

Carla G. Moore
Notary Public

My Commission Expires: CARLA G. MOORE
Notary Public, Chatham County, GA
My Commission Expires August 14, 2013



COTTAGES AT AUTUMN LAKE HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation

By: Mark T. Bouy Pres.
Print Name: Mark T. Bouy

Print Title: President

By: Brett J. Bouy Sec.
Print Name: Brett J. Bouy

Print Title: Secretary

IN WITNESS WHEREOF, Declarant has caused this Amendment to be signed and sealed as of the date and year first above written.

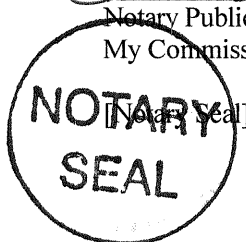
DECLARANT:

Signed, sealed and delivered
in the presence of:

Mary Eady
Unofficial Witness

Carla G. Moore
Notary Public

My Commission Expires: CARLA G. MOORE
Notary Public, Chatham County, GA
My Commission Expires August 14, 2013



BOUY BROTHERS BUILDERS, INC.,
a Georgia corporation

By: Mark T. Bouy Pres.
Print Name: Mark T. Bouy

Print Title: President

Clock#: 1303414
FILED FOR RECORD
1/13/2011 04:33pm
PAID: 18.00 *for MT*
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

BOOK
PAGE
366 Z 771

Return after recording to:
Joshua D. Reeves, Esq.
Weinstock & Scavo, P.C.
7 E. Congress Street, Suite 1001
Savannah, Georgia 31401

STATE OF GEORGIA
COUNTY OF CHATHAM
Reference:
Deed Book 295J
Page 233

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR COTTAGES AT AUTUMN LAKE**

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake ("**Amendment**") is made this 7th day of December, 2010 by Cottages at Autumn Lake Homeowners Association, Inc., a Georgia non-profit corporation ("**Association**") and Bouy Brothers Builders, Inc., a Georgia corporation ("**Declarant**").

WITNESSETH:

WHEREAS, on October 3, 2005, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake in Deed Book 295J, Page 233, et seq., Chatham County, Georgia records (hereinafter, as amended or supplemented, the "**Declaration**") for the Cottages at Autumn Lake subdivision, which Declaration has been further amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake recorded on October 18, 2010 in Deed Book 364S, Page 669, et seq., Chatham County, Georgia records; and

WHEREAS, pursuant to Article X of the Declaration, the Declaration may be amended by the affirmative vote of at least seventy-five (75%) of the votes entitled to be cast by all members present, in person or by proxy, and voting at any meeting of the Association at which a quorum is present and with the written approval of the Declarant during the Class B membership; and

WHEREAS, this Amendment has been approved by the affirmative vote of at least seventy-five (75%) of the votes entitled to be cast by all members present, in person or by proxy, and voting at a meeting of the Association at which a quorum was present, as evidenced by the certification of the undersigned officers of the Association hereinbelow, and with the written approval of the Declarant, as evidenced by the execution of the Declarant hereinbelow; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Amending Article II of the Declaration by adding the following definitions:

“Declarant” shall mean Bouy Brothers Builders, Inc., together with its successors and assigns.”

“Declarant Affiliate” shall mean FBB of Savannah, LLC and Triple B Construction of Savannah, LLC.”

2. By modifying Article IV, Section 1 of the Declaration as follows:

“Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within Cottages at Autumn Lake, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements or for other purposes provided herein and (3) specific assessments against any particular Lot established pursuant to the terms of this Declaration, such assessments to be established and collected as herinafter provided; provided, however, that the Declarant or any Declarant Affiliate (as to Lots acquired by a Declarant Affiliate after November 19, 2010) shall be exempt from such assessments except for such Lots which are owned by the Declarant or any Declarant Affiliate and occupied by a tenant. During any period for which the Declarant or any Declarant Affiliate is exempt from such assessments, the Declarant shall pay the difference between the amount of assessments levied on all Lots each fiscal year and the amount of actual expenditures required to operate the Association during each fiscal year, exclusive of any capital reserve contributions (the “**Declarant Contribution**”). The assessments, together with late fees, interest thereon at ten (10%) percent per annum, costs and reasonable attorney’s fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, interest thereon at ten (10%) percent, costs and reasonable attorney’s fees actually incurred, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such a successor in title. No Owner may waive or otherwise exempt himself from liability for the assessments provided for in this Declaration. No setoff, diminution, or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, alleged failure of the Association to perform the maintenance responsibilities required under this Declaration, for inconvenience or discomfort arising from the making of repairs or improvements which are responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

(a) Declarant shall pay to the Association an amount equal to Thirty and No/100 Dollars (\$30.00) per month for each Lot owned by Declarant or any Declarant Affiliate (but only as to Lots acquired by a Declarant Affiliate after November 19, 2010) in Phase I of the Cottages at Autumn Lake subdivision in the calendar year 2011 and an amount equal to Fifteen and No/100 Dollars

(\$15.00) per month for each Lot owned by Declarant or any Declarant Affiliate (but only as to Lots acquired by a Declarant Affiliate after November 19, 2010) in Phase I of the Cottages at Autumn Lake subdivision in the calendar year 2012."

3. By modifying Article IV, Section 3 of the Declaration as follows:

"Section 3. Annual Assessment.

(a) It shall be the duty of the Board of Directors of the Association (the "**Board**") to prepare a budget covering the estimated cost of operating the Association during the coming fiscal year. The budget may include a capital reserve contribution as part of the annual assessment in accordance with a capital budget that may be separately prepared by the Board. The Board shall cause a copy of the budget and the annual assessment to be levied therefrom to be mailed to each Owner at least thirty (30) days prior to the date on which the budget will become effective. The budget and the annual assessment shall become effective without the need of an Association vote; provided, however, if the annual assessment established by the Board exceeds the annual assessment for the previous year by an amount greater than ~~ten~~ five percent (~~10~~5%) of the annual assessment for the previous year (without regard to any increase in the annual assessment due to real estate taxes, insurance expenses or reserves), then the annual assessment shall require the affirmative vote or written consent of a majority of all the members of the Association eligible to vote in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding fiscal year, then and until such time as a budget shall have been determined, the budget and assessments in effect for the current fiscal year shall continue for the succeeding fiscal year.

(b) In addition to the annual assessment, at the closing of the initial sale of each Lot to a party other than the Declarant or a Declarant Affiliate, and at each and every subsequent resale of each Lot, the purchaser thereof shall pay to the Association an amount equal Five Hundred and No/100 Dollars (\$500.00) as an initial working capital contribution to be used by the Association to help defray the cost, in whole or in part, of the maintenance of the Common Area and Lots, capital repairs or any other lawful expense of the Association. These assessments are in addition to, and not in lieu of, the annual assessment, and shall not be considered an advance payment of the annual assessment."

Amendment 3----(c) Added \$400 capital fee for initial sale from builder

4. By modifying Article IV, Section 4(a) of the Declaration as follows:

"(a) Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or any other lawful expense of the Association, provided that the Board shall hold a special meeting of the Association to inform the members regarding the needs for any such special assessment and any special assessment shall require the affirmative vote or written consent of a majority of

~~each class of members of the Association eligible to vote per Lot in excess of an average of Two Hundred Dollars (\$200.00) per fiscal year shall require the approval of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose; provided, that until the expiration of the Class B membership, no special assessment may be adopted without the consent of the Declarant.~~

5. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

6. Except as amended hereby, the Declaration shall remain in full and effect. This Amendment shall be effective upon recordation in the Chatham County, Georgia records.

[Signatures on following page]

BOOK PAGE
366 Z 774

IN WITNESS WHEREOF, the undersigned officers of the Cottages at Autumn Lake Homeowners Association, Inc. hereby execute this Amendment on the date and year first above written and hereby swear under oath that the above Amendment has been approved by the affirmative vote of at least seventy-five (75%) of the votes entitled to be cast by all members present, in person or by proxy, and voting at a meeting of the Association at which a quorum was present and that any notices required were properly given.

ASSOCIATION:

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Carla G. Moore
Notary Public

My Commission Expires: CARLA G. MOORE
Notary Public, Chatham County, GA
My Commission Expires August 14, 2013



COTTAGES AT AUTUMN LAKE HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation

By: [Signature] Pres
Print Name: Mark T. Bouy
Print Title: President

By: [Signature] Secretary
Print Name: Brett J. Bouy
Print Title: Secretary

[Notary Seal]

IN WITNESS WHEREOF, Declarant has caused this Amendment to be signed and sealed as of the date and year first above written.

DECLARANT:

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

Carla G. Moore
Notary Public

My Commission Expires: CARLA G. MOORE
Notary Public, Chatham County, GA
My Commission Expires August 14, 2013



[Notary Seal]

BOUY BROTHERS BUILDERS, INC.,
a Georgia corporation

By: [Signature] Pres
Print Name: Mark T. Bouy
Print Title: President

RECEIVED FOR RECORD
2014 MAR 25 P 4: 06
J. H. HARRIS
DEED BOOK 366-Z
PAGE 771

AFTER RECORDING RETURN TO
William G. Glass
PO Box 10105
Savannah, GA 31412
(912) 233-2251

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Cross reference to:
Book 295-J, Page 233
Book 364-S, Page 669
Book 366-Z, Page 771

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR COTTAGES AT AUTUMN LAKE**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COTTAGES AT AUTUMN LAKE is made and entered as of the 10th day of December, 2013, by Bouy Brothers Builders, Inc., a Georgia corporation ("**Declarant**") and Cottages at Autumn Lake Homeowners Association, Inc. (the "**Association**").

WITNESSETH:

WHEREAS, on October 3, 2005, Declarant recorded that certain Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake, recorded in Deed Book 295-J, Page 233, Chatham County, Georgia records, for the Cottages at Autumn Lake Subdivision, as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake recorded on October 18, 2010, in Deed Book 364-S, Page 669, and that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Cottages at Autumn Lake recorded on January 13, 2011, in Deed Book 366-Z, Page 771, Chatham County, Georgia records (together, as amended or supplemented, the "**Declaration**"); and

WHEREAS, under Article I, Section 2, of the Declaration, "the Declarant shall have the right, but not the obligation, to subject any property adjacent to the Development or any or all of the property described on Exhibit B [to the] Declaration by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to such additional property, or by making any conveyance subject to [the] Declaration;"

WHEREAS, the Declarant and Association desire to amend the Declaration in order to add and subject all of that certain property known as "Remaining Tract G-1," comprising 7.003 acres,

and "Tract G-2," comprising 17.710 acres, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Additional Property"), to the Declaration; and

WHEREAS, the Declarant and Association desire to amend the definition of the term "Lot" under the Declaration to encompass and include the total number of residential townhome units as were planned on the Additional Property under the Cottages at Autumn Lake General Development Plan approved by the Metropolitan Planning Commission (MPC) on October 7, 2003, MPC File No. P-030916-42217-1, and the Berwick Plantation Master Plan approved by the MPC on September 3, 2002, and that certain Site Development Plan for the Cottages at Autumn Lake, Berwick Plantation, prepared by Thomas & Hutton Engineering Co., dated June 30, 2003, revised November 21, 2003 (collectively, the "Development Plan"), such that the Additional Property is represented in the Association (in terms membership, voting and otherwise) in a manner commensurate with the rights and membership associated with the Existing Property (*i.e.*, the Phase I Lots) under the original Declaration recorded in Deed Book 295-J, Page 233, Chatham County, Georgia records; and

WHEREAS, the Declarant and Association desire to amend Article IV, Section 3, of the Declaration to add a one-time, non-recurring capital contribution to be paid by new Lot owners (excluding Declarant Affiliates) in the amount of \$400 per Lot, in order to pay and/or fund reserves for road improvements, common area maintenance, capital repairs, and other lawful expenses of the Association;

WHEREAS, the Declarant and Association believe such changes or revisions are in keeping with the Development Plan and otherwise beneficial to the community;

WHEREAS, a Special Meeting of the Members of the Association was duly called and held on December 10, 2013, at the Cottages at Autumn Lake Clubhouse, Turning Leaf Way, Savannah, GA 31419, in order to address the foregoing matters in addition to other business before the Association;

WHEREAS, a quorum of Members was present at the meeting, including thirty-six (36) of thirty-seven (37) Lots represented in person or by proxy, and on motion duly made, seconded and adopted by 78.6% of the votes entitled to be cast by said Members, the following amendments were approved by the Association.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. By adding and subjecting the Additional Property to the Declaration for all intents and purposes thereunder.
2. By amending the definition of the term "Lot" under Article II of the Declaration as follows:

"Lot" shall mean and refer to any plot of land intended for individual ownership as a single family residence, as shown upon any recorded subdivision map of the Development with the exception of the Common Area; provided, however, that until such time as Declarant, its successors or assigns, records a subdivision map with respect to the Additional Property,

the Additional Property shall be deemed to encompass and include sixty-two (62) Lots for determining Class A and Class B Member voting rights under Article IX and for all other intents and purposes under the Declaration, in accordance with the preliminary Development Plan for the Additional Property, based on the total number of residential townhome units as were planned and approved by the Metropolitan Planning Commission (MPC) with respect to the Additional Property under the Cottages at Autumn Lake General Development Plan dated October 7, 2003, MPC File No. P-030916-42217-1, and the Berwick Plantation Master Plan dated September 3, 2002 (collectively, the "Development Plan"), in order that the Additional Property shall be represented in the Association (in terms membership, voting and otherwise) in a manner commensurate with the rights and membership associated with the Existing Property (*i.e.*, the Phase I Lots) under the original Declaration recorded in Deed Book 295-J, Page 233, Chatham County, Georgia records, and the Development Plan.

3. By modifying Article IV, Section 3, of the Declaration, to add subsection 3(c), as follows:

(c) Commencing as of February 1, 2014, in addition to the annual assessment and working capital contribution described above, a one-time, non-recurring special assessment in the amount of four hundred dollars (\$400.00) shall be assessed against all new Dwellings (as defined below) within the Development upon closing the initial sale of each new Dwelling to a purchaser other than the Declarant or a Declarant Affiliate (each, a "closing"), as a supplemental capital contribution defray the cost, in whole or in part, to improve or maintain the Common Area and Lots, perform capital repairs, or any other lawful expenses of the Association. For purposes of this section, the term "Dwelling" shall mean and refer to any building located on a Lot that has been issued a certificate of occupancy for use as single family or multi-family residence. One Hundred Dollars (\$100) of the supplemental capital contribution shall be collected and paid to the Association at closing. The balance of the supplemental capital contribution (in the amount of \$300) shall be paid in three equal annual installments of \$100 per year, payable on the date that the next annual assessment becomes due following closing, and on or before each subsequent annual assessment payment deadline until paid in full. The supplemental capital contribution shall be maintained in a segregated account for the use and benefit of the Association. Amounts paid into this fund shall not be construed as advance payments of regular assessments.

4. All of the remaining terms and conditions of the Declaration, as amended and supplemented, are hereby ratified and confirmed, and the same shall remain in full force and effect unless and until further amended as provided under the Declaration and Bylaws for the Association.

A Special Meeting of the Members of the Association was duly called and held on December 10, 2013, at the Cottages at Autumn Lake Clubhouse, Turning Leaf Way, Savannah, GA 31419, in order to address the foregoing matters in addition to other business before the Association.

A quorum of Members was present at the meeting, including thirty-six (36) of thirty-seven (37) Lots represented in person or by proxy, and on motion duly made, seconded and adopted by 78.6% of the votes entitled to be cast by said Members, the foregoing amendments were approved by the Association.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed as of the day and year first above written as the date hereof.

ASSOCIATION:

Cottages at Autumn Lake Homeowners Association, Inc.

By:

Mark T. Bouy President
Mark T. Bouy, President

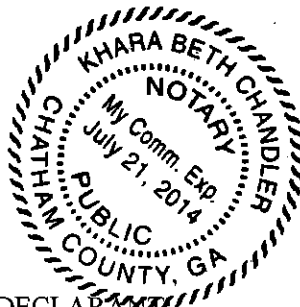
Executed in the presence of:

Carle H. Moore

Witness

KBCA

Notary Public



DECLARANT:

Bouy Brothers Builders, Inc.

By:

Mark T. Bouy President
Mark T. Bouy, President

Executed in the presence of:

Carle H. Moore

Witness

KBCA

Notary Public

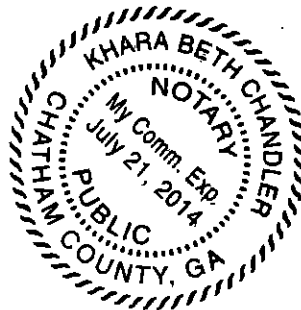


Exhibit "A"

Additional Property

That certain property shown and designated as "Tract G-1" and "Tract G-2" of Berwick Plantation on that certain survey by Boyce L. Young, Georgia R.L.S. #2282, Thomas and Hutton Engineering Co., dated December 13, 2002 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book 27-S, Folio 3A, 3B, & 3C, Chatham County records, *less and except* that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being shown as "Cottages at Autumn Lake, Phase I," on that certain Subdivision Plat dated October 5, 2004, prepared by Thomas & Hutton Engineering Co. for Bouy Brothers Builders, Inc., and recorded in Subdivision Map Book 31-S, Page 66A et seq.

Said plats are incorporated herein by reference for a more particular description of the metes, bounds and dimensions of the property herein described.

Subject however, to all covenants, conditions, encumbrances, easements, restrictions and rights-of-way of record.