

11/19/2004 04:00pm

PAID: 44.00

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

RETURN TO: JOSHUA D. WALKER, ESQ.
Post Office Box 10105
Savannah, GA 31412
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STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

BOOK
2796
PAGE
437

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES AT BERWICK

THIS MASTER DECLARATION of Covenants, Conditions and Restrictions for The Villages at Beerwick (hereinafter the "Declaration"), is made and entered into this 1st day of November, 2004 by NORTH GODLEY DEVELOPERS, INC., a Georgia corporation (hereinafter called "Developer" or "Declarant").

WHEREAS, Developer is the owner of the real property described in Exhibit "A" of this Declaration; and

WHEREAS, said real property is generally known as The Villages at Berwick, and Developer desires to create thereon a planned community with common area and facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in said community and for the maintenance of the property and the improvements thereon, and to this end desires to subject the property described on Exhibit "A", together with such additions as may hereafter be made thereto, as provided in Article II to the Covenants, Conditions and Restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in said community, the Developer has incorporated under the laws of the State of Georgia The Villages at Berwick Homeowners Association, Inc. as a non-profit corporation and hereby delegates and assigns to it the powers of owning, maintaining and administering the community properties and facilities,

administering and enforcing the within covenants, conditions and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of The Villages at Berwick.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter made, the Developer declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, developed, transferred, sold, conveyed, occupied and used subject to this Declaration and the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this document, as may from time to time be amended.

Section 2. "Association" shall mean and refer to The Villages at Berwick Homeowners Association, Inc., its successors and assigns.

Section 3. "Developer" shall mean and refer to Godley Station Development Group, Inc., a Georgia corporation, and its successors and assigns, together with any successor to all or substantially all of the business of developing the property. All rights of the Developer, as Developer, hereinafter set forth shall cease when it no longer has an interest in developing the property.

Section 4. The "Property" shall mean and refer to the real property described on Exhibit "A" which has hereby become subject to this Declaration, together with such other real property as may from time to time be annexed to said property under the provisions of Article II hereof.

Section 5. "Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed or dedicated to the Association, or as shown on any recorded subdivision map of the Property and improvements thereto which are intended to be dedicated to the common use and enjoyment of the Association.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the Common Areas as heretofore defined. The term shall also include a condominium, townhouse, patio home, or other owned living unit within the Property.

BOOK
279G
PAGE
438

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having such interest as security for the performance of an obligation.

Section 8. "Member" shall mean and refer to Members of the Association and shall include any Owner and the Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, developed, transferred, sold, conveyed, used and occupied subject to this Declaration is located in Chatham County, Georgia, and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

Section 2. Additions to Existing Property. The Developer shall have the right to subject to this Declaration any or all of the additional Property described on Exhibit "B" attached hereto and by reference made a part hereof, provided that not more than seven (7) years have elapsed since the filing of this Declaration and not more than five (5) years have elapsed since the last supplementary declaration which subjects any additional Property to this Declaration. Notwithstanding any other provisions contained herein, the Declarant reserves the right to submit undescribed adjacent additional land so long as it does not increase the total size of the planned community by up to ten percent (10%) both in land size and in number of additional lots.

ARTICLE III

COMMON AREA

Section 1. Obligation of the Association. The Association, subject to the provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by the Architectural Review Board.

Section 2. Easement of Enjoyment and Easement of Ingress and Egress. Subject to the provisions herein, 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 to every Lot, and every Member shall have a right of enjoyment in the Common Area. Each Owner has a non-exclusive easement for ingress and egress over the Common Area to the extent necessary to provide access to

BOOK
2796
PAGE
439

the Lot and for utilities serving that Lot. This right of access for ingress and egress cannot be suspended for violations of the Covenants or non-payment of assessments.

Section 3. Extent of Easements. The easements of enjoyment and easements of ingress and egress created herein shall be subject to the following:

(a) The right of the Association to establish reasonable rules and regulations governing the use of the Common Areas in the personal conduct of Owners, occupants and guests thereon and to charge reasonable admission or other fees for special or extraordinary uses of the Common Areas;

(b) The right of the Association to suspend the right of a Member to vote on any Association matter for any period during which any assessment against said Member remains unpaid for more than thirty (30) days after notice;

(c) The right of the Association to suspend the right of a Member to use any recreational facilities for any period during which any assessment against said Member remains unpaid for more than thirty (30) days after notice;

(d) The right of the Association to suspend the right of a member or anyone in his household to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of this Declaration;

(e) The right of the Association to encumber any or all of the Common Area as may be authorized herein, or in the Articles of Incorporation, or as granted to non-profit corporations under Georgia law (A lender's rights, in the event of default upon any encumbrance on the Common Areas, are limited to, after taking possession of such Common Areas, charging reasonable admission and other fees as a condition of continued enjoyment by Members, and, if necessary, to a wider range of users. Upon satisfaction of the encumbrance, such Common Areas are returned to the Association with full restoration of Members' rights.);

(f) The right of the Association to dedicate or transfer all or any part of the Common Area owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, this Declaration, or by Georgia law;

(g) The right of the Association, acting through the Board of Directors, without Member, mortgagee and agency approvals unless provided otherwise herein, to grant easements across the Common Areas for any purpose not inconsistent with the use of those areas by Members;

BOOK
2796
PAGE
440

- (h) The following rights are reserved by the Declarant:
 - (i) The right to use portions of the Common Areas for sales and marketing purposes;
 - (ii) The right to reserve easements across the Common Areas for development purposes;
 - (iii) The right to grant, terminate, or vacate easements across Common Areas for limited purposes such as installation and maintenance of utilities, storm water management, or provisions of services to units.

Section 4. Delegation of Use. A Member's rights of enjoyment to the Common Area and facilities shall extend to the members of his or her family and to his or her guests, subject to such general regulations as may be established from time to time by the Association.

Section 5. Title to Common Area. Title to the Common Area shall be conveyed by the Developer as follows:

- (a) Contemporaneously herewith, the Developer has set aside and dedicated a Common Area located within the Property. These parcels, together with the improvements located thereon, shall be conveyed to the Association, free and clear of all liens and financial encumbrances.
- (b) Other Common Area shall be conveyed by the Developer to the Association, free and clear of all liens and financial encumbrances, as shall be provided in supplementary declarations relating to such future facilities.

ARTICLE IV.

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:

- (a) Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in 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 (1) vote be cast with respect to any Lot.
- (b) The Class B Member shall be the Developer and shall be entitled to three (3)

2796
PAGE
441

votes for each Lot owned (based on the total number of Lots planned). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) One Hundred Twenty (120) days after date at which 75% of the total number of Lots planned are conveyed to Lot owners other than the Declarant; or

(ii) At such time as seven (7) years have elapsed since the filing of this Declaration or five (5) years have elapsed since the filing of the last supplementary declaration which subjects any additional property to this Declaration.

Section 3. The affairs of the Association shall initially be managed by a Board of Directors as follows:

(a) During the declarant control period, the Board of Directors will consist of at least two (2) Directors elected by the Membership. After the declarant control period, the Board of Directors will consist of five (5) Directors elected by the Members. 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 votes will be elected. Cumulative voting is not permitted.

(b) Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

(c) In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, 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:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with

BOOK
2796
PAGE
442

interest, costs and reasonable attorneys fees, 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, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and to meet the expenses of the Association, which shall adopt an annual operating budget. The Board of Directors is expressly authorized to levy assessments on behalf of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred and No/100 (\$300.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Ten (10%) Percent or an amount based upon the Consumer Price Index (the U.S. Department of Urban Price Index - All Urban Consumers, 1982-84 equals 100) above the maximum assessment for the previous year without a vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a majority vote of the Members obligated to pay such assessment or with the written approval of Members entitled to cast a majority of the total number of authorized votes of Members obligated to pay such assessment (in both cases, excluding the Declarant during the Declarant control period).

(c) Increases in certain fixed costs for insurance, taxes, recycling or waste disposal may be passed through to the Members by permitting an automatic increase in the maximum assessment which reflects those increases. The Board of Directors is expressly authorized to obtain appropriate insurance coverages on behalf of the Association.

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 the capital improvements upon the Common

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443 PAGE

Areas, including fixtures of personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

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 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast Sixty Seven (67%) Percent of all the votes of each class of Membership shall constitute a quorum. In the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject 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. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of each Lot by the Developer to an owner who is not a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Ten Percent (10%) per annum. 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.

2796
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444
PAGE

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to 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 assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or any interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas;
- (c) All properties exempt from taxation by State and Local governments upon the terms and to the extent of such legal exemption;

Section 11. Reduced Assessment for Property Owned by Declarant or Builder. If the Declarant furnishes a multi-year feasibility budget, the Declarant and/or a Builder may pay a reduced annual assessment on unoccupied lots only provided that such reduced assessment is not less than 25% of the full annual assessment. Alternatively, the Declarant or Builder may pay a one-time assessment equal to 25% of the applicable annual assessment per lot based upon the first year budget at maximum build-out (or 5 years out for projects involving 250 or more lots). The lots for which the one-time assessment has been paid may be exempt from further assessment until the earlier of : (i) initial occupancy or (ii) two fiscal years after submission to the Declaration. The Developer or Builder, as appropriate, must provide for or pay for all maintenance on its Lots and shall fund all Association operating deficits during the Declarant control period, including reserves based upon expected lives of items for which reserved, but not including shortfalls caused by non-payment of assessments by other Members or extraordinary expenditures (for example, expenses caused by natural catastrophes or environmental hazards). A Lot initially occupied or conveyed to an Owner other than the Declarant or Builder shall be fully assessed. The obligation to fund budget deficits is a lien against all the land owned by the Declarant or Builder, as appropriate, in the Development.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board

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PAGE
2796
445

consisting of three (3) or more persons shall be appointed by the Developer. At such time as the Developer no longer has an interest in developing the Property, vacancies in the Architectural Review Board shall be filled by a majority vote of the remaining members of the Board.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of the improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Review Board shall promulgate standards and guidelines appropriate to the character of each increment, phase, or parcel of the Property. Such standards and guidelines shall be generally distributed among the Members.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Developer to an Owner or to the Association shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, satellite dish or signage shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify, or disapprove in writing an application within sixty (60) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. At least two (2) Members in attendance at a meeting of the Architectural Review Board, either in person or by telephone conference call, shall constitute a quorum. A majority vote of the Members of the Architectural Review Board shall be required for Review Board action.

Section 5. Minimum Square Footages. The minimum square footage of a dwelling (heated) located on any lot in the Subdivision for the various phases of the Subdivision shall be as set out on the recorded Subdivision Map.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any Property so as to be detrimental to any other Property in the vicinity thereof or to its occupants. No

2796
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446
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noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Child and adult day care, garage sales, and outdoor clothes lines are expressly prohibited under this section. Amateur radio and marine base station antennas are prohibited.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner; provided that this prohibition shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Other Restrictions. The Architectural Review Board shall adopt general rules, including but not limited rules to regulate animals, Satellite dishes, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Property. The following shall also apply to all Lots:

(i) No roof vents will be installed on the front side (street side) of any residence constructed in the Subdivision, and all roof vents shall be painted a color to match the color of the roof.

(ii) All chimneys shall be enclosed in a chimney chase.

(iii) All foundations constructed of block and being more than sixteen (16") inches above grade shall be finished in brick, tabby, or stucco. Block foundations sixteen (16") inches or less may be painted. Monolithic foundations less than ten (10") inches above grade may be unfinished.

(iv) All vinyl siding shall be of a gauge of at least .040.

(v) Pets shall be leashed at all times and shall not be allowed to roam free in the neighborhood.

(vi) All Lots shall have a minimum square footage of 1,200 square feet.

(vii) No signs may be erected on any Lot nor within any improvements thereon if visible from the street.

(viii) No on street parking shall be allowed. Any such vehicles parked on the street shall be towed by the Association.

(d) Exceptions. The Association may issue variances from any covenant or requirement expressed or implied by this Article or set forth in any restrictive covenants or rules and

279G
BOOK

447
PAGE

regulations promulgated pursuant to this Declaration or any supplementary declaration.

Section 2. Maintenance. To the extent that exterior maintenance is not provided for in this Declaration and any supplementary declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

In the event an Owner of any Lot shall fail to maintain said Lot and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a special maintenance assessment upon such Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all provisions, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Articles of Incorporation of the Association, or the By-Laws of the Association. The Association shall have the authority to promulgate rules and regulations consistent with the terms hereof to govern the use and ownership of the Property. Owners shall be liable for cost and expenses incurred by the Association as a result of acts or omissions of such Owner or such Owner's tenants, agents, employees, invitees, guests and household members in failing to comply with rules or regulations of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the authority to levy fines against Lots and Owners in violation of any covenant, condition, restriction, rule or regulation set forth herein or promulgated hereunder. Such fines shall constitute a lien against the Lot in violation or owned by the Owner in violation in the

BOOK
279G
PAGE
448

same manner as assessments constitute a lien hereunder.

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 and effect.

Section 3. Amendment. Material amendments or extraordinary actions must be approved by Members entitled to cast at least Sixty Seven (67%) Percent of the votes of Members present, in person or by proxy, and voting at any meeting of the Association held for such purpose, such vote not including the Declarant. Notwithstanding the foregoing or any other provisions contained herein to the contrary, the Declarant reserves the right to make changes, revisions, or amendments to comply with the requirements of HUD, Fannie Mae, Freddie Mac, or the VA.

2796
449
HUD
PAGE

(a) A material amendment includes adding, deleting or modifying any provision regarding the following:

- (i) Assessment basis or assessment liens;
- (ii) Any method of imposing or determining any charges to be levied against individual unit owners;
- (iii) Reserves for maintenance, repair or replacement of Common Area improvements;
 - (iv) Maintenance obligations;
 - (v) Allocation of rights to use Common Areas;
 - (vi) Any scheme of regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements;
 - (vii) Reduction of insurance requirements;
 - (viii) Restoration or repair of Common Area improvements, or for reconstruction following condemnation or casualty loss;
 - (ix) The addition, annexation or withdrawal of land to or from the project, except as provided, except as provided in Article II of this Declaration;
 - (x) Voting rights;
 - (xi) Restrictions effecting leasing or sale of Lots; or
 - (xii) Any provision which is for the express benefit of mortgagees.
- (b) An extraordinary action includes:
 - (i) Merging or consolidating the Association (other than another non-profit entity formed for purposes similar to the subject Association);

(ii) Determining not to require professional management if that management has been required by the Association documents, a majority of eligible mortgagees or a majority vote of the Members;

(iii) Expanding the Association to include land not previously described as additional land which increases the overall land area of the project or number of lots by more than Ten (10%) Percent;

(iv) Abandoning, partitioning, encumbering, mortgaging, conveying or selling or otherwise transferring or relocating the boundaries of Common Areas (except for granting easements which are not inconsistent or which do not interfere with the intended Common Area use, dedicating Common area as required by a public authority, limited boundary line adjustments made in accordance with the provisions of this Declaration, or transferring Common Area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Association);

(v) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or

(vi) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than Twenty (20%) Percent of the annual operating budget.

(c) Meetings of the Membership to approve a material amendment or extraordinary action shall require at least twenty-five (25) days advance notice to all members. The notice shall state the purpose of the meeting and contain a summary of any material amendments or extraordinary actions proposed. The notice shall contain a copy of the proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less, the quorum for such a meeting shall be at least Twenty Percent (20%) of the total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1,000 Members, the quorum shall be at least Ten Percent (10%). If the Association has, or is planned to have, more than 1,000 Members, the quorum is at least Five Percent (5%).

(d) Any material amendment which changes the rights of any specific class of Members must also be approved by Members entitled to cast at least Fifty One (51%) Percent of the votes of all members of such class present, in person or by proxy, and voting at any

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2796
PAGE
450

meeting of the Association held in accordance with the provisions hereof, or at least Fifty One (51%) Percent of the total authorized votes of all members of such class.

(e) During the Declarant control period, all material amendments and extraordinary actions must have the approval of the VA, if the VA has guaranteed any loans secured by Lots in the project.

Section 4. The following material amendments and extraordinary actions must be approved by Members entitled to cast at least 67% of the total authorized votes of all Members of the Association, including at least a majority of the total authorized votes entitled to be cast by Members other than the Declarant:

- (a) Termination of the Declaration or other termination of the planned unit development;
- (b) Dissolution of the Association except pursuant to a consolidation or merger; and
- (c) Conveyance of all common areas.

Section 5. All other amendments (other than material amendments or extraordinary actions) must be approved by at least a majority 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.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of Members, and as provided in Article II of this Declaration.

Section 7. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 8. Rights of Eligible Mortgagees. "Eligible mortgagees" are defined as those mortgagees who have provided notice to the Board of Directors of their interest and requested all rights afforded "eligible mortgagees". The following rights are granted to eligible mortgagees:

- (a) Right to inspect Association documents and records on the same terms as Members;

2796
451
BOOK
PAGE

- (b) Notice of all material amendments to the Association documents;
- (c) Notice of any extraordinary actions of the Association;
- (d) Notice of any default by an Owner of any Lot subject to a mortgage

held by the eligible mortgagee in paying assessments or charges to the Association which remains uncured for sixty (60) consecutive days.

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

BOOK 2796 PAGE 452

DEVELOPER:

NORTH GODLEY DEVELOPERS, INC.

By: _____
 Title: Vice President
 Attest: Carol Yulgent
 Title: Asst. Secretary



Executed in the presence of:

Jeanne Marie Thurman
 Witness

Melvin H. Johnson
 Notary Public



EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being known as The Villages at Berwick, Chatham County, Georgia, being more particularly described and depicted on that certain Subdivision Map entitled "A Subdivision of "The Villages at Berwick", Tract D-3 and portion of Tract D-2, Berwick Plantation, 7th G.M. District, Chatham County, State of Georgia", dated September 13, 2004, and prepared for J.C. Wardlaw Construction by Terry Mack Coleman, Georgia Registered Land Surveyor No. 2486, being recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 31-S, Page 49A et seq. Said Map or Plat is incorporated herein by reference for a more particular description of the property herein described.

2796
BOOK

453
PAGE

EXHIBIT "B"

All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia and being known as Tracts D-3 and D-2, Berwick Plantation, Chatham County, Georgia.

AND ALSO, any real property adjacent to Tracts D-3 and D-2, Berwick Plantation, Chatham County, Georgia.

2796
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454
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