



ARTICLE I

PROPERTIES 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 and within the jurisdiction of the Association is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference ("Property".)

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Section 2. Additions to Existing Property. Additional land may be brought within the scheme of this Declaration in the following manner:

(a) Additional land may be annexed to the existing property by Declarant, in future stages or development, without the consent of any Owner or any mortgagee, provided that said annexations must occur within six (6) years after the date of this Declaration. The Declarant may remove all or any portion of the property from Exhibit "A" by filing an amendment to the Declaration in the Office of the Clerk of Superior Court of Chatham County.

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(b) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional land, which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein.

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Section 3. Declarant shall have and hereby reserves the right, at any time or from time to time, to reconfigure the Lots or Common Areas of the Property by recording a revised plat in the Chatham County property records, subject to any necessary approvals of the County and /or municipal authorities.

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ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to DURHAM PARK HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Durham Park Homeowners Association, Inc.

Section 3. "Common Area" shall mean all real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. Also included is the primary entrance to Durham Park and the entrance road from Pooler Parkway known as Durham Park Boulevard (to the extent Durham Park Boulevard is shown on recorded maps or plats of the Property), together with any improvements thereon including, but not limited to, related signage, landscaping, lighting and irrigation. However, Declarant reserves the right to dedicate the right of way for

Durham Park Boulevard, and all or some of the improvements thereon, to the City of Savannah or other public entity, notwithstanding its designation herein as Common Area.

Section 4. "Declarant" shall mean and refer to NORTH GODLEY DEVELOPERS, INC., JERRY C. WARDLAW CONSTRUCTION CO., INC., WILLIAM J. HALL and JOAN S. HALL, and HENRY D. HOWARD and LOUISE M. HOWARD, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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Section 6. "Development" shall mean DURHAM PARK TOWNHOMES, Chatham County, Georgia, a residential townhouse development.

Section 7. "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 Area.

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Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 10. "Unit" shall mean a completed fee simple townhouse constructed on an individual Lot.

### ARTICLE III

#### PROPERTY RIGHTS

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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 to every Unit, subject to the following Provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded;

(b) the right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner: (1) during any period for which the Owner is delinquent in the payment of applicable assessments; (2) for a period not to exceed sixty (60) days for each infraction of its published rules and regulations; and (3) during any period that an Owner is otherwise in default of the Owner's obligations under this Declaration, including but not limited to the obligation to comply with the architectural control provisions and protective covenants and restrictions contained herein;

(c) the right of the Association to adopt, publish, modify with a majority vote and enforce rules and regulations as provided herein and to levy fines;

(d) the right of the Association or its representative to enter any Unit in order to perform any maintenance, alteration or repair herein to be performed by the Association, and the Owner of such Unit shall permit the Association or its representative to enter for such purpose at reasonable times and with reasonable advance notice;

(e) the right of the Association or its representative to enter any Unit in the case of any emergency threatening such Unit or any other Unit for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and shall not require prior notice.

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

Section 3. Parking Rights. Each home is limited to the number of vehicles in accordance with the parking space owned by that unit. Overflow parking is for temporary guest parking only. Vehicles may not be parked in overflow parking without being moved for any longer than a 72 hour period and no more than 30 calendar days per year. No parking is permitted in non-designated areas within the Community except for supervised temporary loading and unloading. Owners hereby consent to and authorize the Association to tow any vehicle that is parked in violation of this Declaration or the Rules and Regulations.

#### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit 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 Unit 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 Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot or Unit 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:

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- (a) Seven (7) years after the date this Declaration is recorded or the date any amendment adding additional real estate is recorded. ; or ,
- (b) When eighty (80) percent of the Lots are conveyed to Owners.

Section 3. Until the Class B members are converted to Class A Members, Declarant is entitled to appoint all Directors and Officers of the Association, and the Association need not hold a meeting to elect directors until conversion of the Class B members.

Section 4. The Association shall have the right, duty and responsibility to: (i) acquire, administer, maintain and care for the Common Area; (ii) administer, maintain and care for, to repair and restore the exterior of the Units; (iii) establish, levy and collect assessments, including administrative costs and fees to operate the Association; (iv) engage contractors, vendors employees or agents as it deems necessary to carry out all rights, duties and responsibilities; (v) make payment to contractors, vendors, employees or agents for services provided in carrying out the purposes of the Association; (vi) enforce this Declaration; and (vii) perform all rights, duties and responsibilities set for in the Declaration, Articles and Bylaws of the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Unit 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, such assessments to be established and collected as hereinafter provided; provided, however, that the Declarant shall be exempt from such assessments until such time as a Unit owned by the Declarant is occupied or one hundred eighty (180) days after there has been issued a certificate of occupancy, whichever shall occur first. The annual and special assessments, together with interest, costs and reasonable attorney's 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 attorney's fees, 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 his successor in title unless expressly assumed by them. Delinquent assessments shall be collected at the time of closing.

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 the Property and for the improvement and maintenance of the Common Area, and of the homes situated upon the Property.

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Section 3. Maximum Annual Assessment. Until January 1, 2009, the maximum annual assessment shall be One Thousand Five Hundred Sixty Dollars and No/100 (\$1,560.00) Dollars per Unit. Annual Assessments shall be paid monthly in the amount of One Hundred Thirty Dollars and No/100s (\$130.00).

(a) From and after January 1, 2009, the maximum annual assessment may be increased each year not more than fifteen (15%) per cent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 2009, the maximum annual assessment may be increased above fifteen (15%) per cent by a vote of fifty one percent (51%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

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 fifty one (51%) per cent of the votes 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 and 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 to cast fifty (50%) per cent of all the votes 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. Both annual and special assessments must be fixed at a uniform rate for all Units.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors of the Association shall promptly advise each Unit Owner in writing of the estimated annual amount of the assessment for each Unit as so determined by the Board and shall furnish each homeowner 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 Unit. If the said estimated amount proves inadequate for any such year for any reason, including nonpayment of any Unit Owner's assessments, the Board of Directors may, at any time or from time to time, levy special assessments to cover such inadequacy.

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The assessments provided for herein shall be established on the assessment year basis unless and until the Board elects to establish a different or more frequent assessment period. The assessment obligation shall commence at closing on each Unit. Owner shall pay to the Association a prorated amount for the days remaining in the billing period plus one additional billing period installment. Assessments for unsold Units shall commence one hundred eighty (180) days after issuance of a certificate of occupancy for each respective Unit.

In addition, a one time working capital contribution of Three Hundred (\$300.00) Dollars shall be collected from all Owners at the time of the sale of the Unit.

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 Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit 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 ten (10) days after the due date shall incur a late penalty of ten (10%) percent of the outstanding amount due. The Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

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 Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to a 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. Any unpaid assessment chargeable to such Unit shall be deemed a common expense to be divided equally among and collectible from all other Owners, including the new Owner of said property. No sale or transfer shall relieve such Unit 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.

## ARTICLE VI

### LANDSCAPING AND EXTERIOR MAINTENANCE

In addition to the maintenance upon the Common Area the Association shall provide landscape maintenance to include trees, shrubs, grass and general landscaping for each Lot. Landscape maintenance will not include landscaping patios, deck areas or fenced yards.

Exterior maintenance may include building exteriors and roof repair. Exterior maintenance shall not include screens, glass surfaces, patios and deck areas.

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In the event that maintenance or repair of a Unit or the improvements thereon is needed or required due to the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, servants, guests, tenants, lessees, or invitees of the Owner, the cost of such exterior maintenance or repair shall be added to and become a part of the assessment to which such Unit is subject.

## ARTICLE VII

### ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of one (1) or more persons shall be appointed by the Developer. At such time as the Declarant 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 Declarant or Builder to an Owner or to the Association shall be made or done without the prior written 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 a majority of the Members 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.

## ARTICLE VIII

### GENERAL PROVISIONS

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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, including rules and regulations promulgated pursuant to the authority set forth herein, the Articles of Incorporation, or the By-Laws of the Association. Owners shall be liable for costs 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 or other terms and provisions of this Declaration. Said costs and expenses shall include attorney's fees actually incurred. 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, through its Board of Directors, shall also have the authority and power to levy fines in amounts as reasonably determined by the Association for the failure to comply with rules and regulations of the Association or other terms and provisions of this Declaration. Said fines shall be collected in the same manner as assessments and shall likewise constitute a lien upon the Unit of such Owner who has failed to comply or whose tenants, agents, employees, invitees, guests and household members have failed to comply.

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

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Section 3. 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.

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Section 4. Information. The Association is required to make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, or deed to secure debt current copies of the Declaration, By-Laws, other rules concerning the Development and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage or deed to secure debt is entitled, upon written request, to a financial statement for the preceding fiscal year of the Association.

Section 5. Contracts. The Association, prior to passage of control, shall not be bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any contract or lease without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto; provided, however, that no contract shall be terminated prior to the end of its initial term, which initial term shall not exceed one (1) year.

Section 6. Emergency Repairs. The Association shall have a reasonable right of entry upon any Unit to make any emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Development. The Association may require Owners to provide a key to their Unit for emergency situations. If this is required the Association will be required to keep these keys in a secure location.

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Section 7. 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 8. Lender's Notice. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to a timely written notice of:

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(a) Any condemnation loss or any casualty loss which affects a material portion of the Development, Lot, or any one Unit 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;

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(b) Any delinquency of assessments or charges owed by an 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.

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

Section 9. Recreational Facilities. Any facilities constructed within the Common Area of the Development (should there be any constructed) submitted to this Declaration shall be owned by the Association and the Board of Directors shall have the right to promulgate Rules and Regulations of the use of such facilities by the Owners.

Section 10. Easement. Declarant hereby reserves for itself, its agents, assigns, invitees and designees, an easement of ingress and egress for pedestrian and vehicular access across the streets, roads, parking facilities and Common Areas of the Property and a blanket easement for the construction and repair of utilities upon the Property.

ARTICLE IX

RESTRICTIONS ON GENERAL USE

The use of the Units shall be in accordance with the following provisions:

Section 1. Residential Use. Each Unit is hereby restricted to use by its Owner, the Owner's family, servants and guests, tenants or lessees, as a residence only and shall in no event be used at any time for any purpose other than residential purposes.

The Declarant and its duly authorized agents, representatives and employees shall have the right to maintain a sales office and one or more model units within the Development so long as Declarant or Builder owns any undeveloped property or any Unit for the purpose of sale.

Section 2. No Subdivision. No Lot may be divided or subdivided into a smaller Lot, nor any portion thereof separately sold, leased, rented or otherwise transferred. No structure of a temporary character, trailer, tent, shack, carport or other outbuilding shall be erected or used as a residence or for any other purpose on any portion of the Property at any time. Construction trailers, or sales centers used by Declarant or Builder during development and building phases will be permitted.

Section 3. 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 4. No Hazardous Materials. Nothing shall be done or kept on any Unit or in the Common Area which will increase the rate of insurance on any portion thereof, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept on his Unit 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 5. 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, roof, decks, patios or balconies or any part thereof or exposed on or at any window without the prior written consent of the Board of Directors or as permitted in the Rules and Regulations. All interior window treatments shall be blinds, shutters, shears, curtains, drapes visible from the outside, and shall be of white, off-white or opaque coloring, unless otherwise approved by the Board of Directors. Sheets, blankets, laundry or other similar articles shall be prohibited as window or door coverings.

Section 6. Nuisances. No noxious or offensive activity shall be maintained or carried on in any Unit 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

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on a patio, deck or balcony or on any part of the Common Area. The Common Area and each Units shall be kept free and clear of rubbish, debris and other unsightly materials, objects, or decorations.

Section 7. Animals and Pets. No animals, reptiles, birds, or other non-human living creatures shall be raised, bred, or kept on any part of the Property, except that a total of two dogs or cats, or any combination thereof, and a reasonable number of birds, fish, or other usual and common household pets may be kept in a Unit, provided that such pets are not kept, bred, or maintained for any commercial purpose, do not endanger the health or unreasonably disturb the Owner or occupants of any other Units, and do not create a nuisance. Aggressive breeds of dogs including Dobermans, Rottweilers, Pit Bulls and Chows or any mixture of these breeds will not be allowed in the Common Areas.

At all times when pets are outside a Unit, they must be kept on a leash or otherwise contained so as to be under the complete physical control of a responsible person. The keeping of pets and their ingress, egress, and travel upon the Common Areas, including the dog park, shall be subject to such rules and regulations as the Board may promulgate. Failure to comply with these restrictions or such rules and regulations shall be grounds for the Board to bar the pet from use or travel upon the Common Areas. Notwithstanding the foregoing, no pet shall be left chained or tethered upon the Property.

In addition, any pet which endangers the health of any Owner or occupant of a Unit or which creates a nuisance or an unreasonable disturbance, as may be determined in the sole discretion of the Board, must be permanently removed from the Property upon seven (7) days written notice from the Board.

Section 8. Advertising Signs. All "For Sale", signs placed by any Owner on any part of the Property or in any building therein shall be approved by the Board of Directors, and will conform to such regulations which specify size, shape, color and placement as may be adopted by the Board of Directors, but in no event will any sign be larger than eighteen inches (18") by twenty-four inches (24"). No "For Rent", or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any Unit; provided, however, that Declarant and his duly authorized agents, representatives and employees shall have the right to maintain advertising, office, model and "for sale" signs on the Property so long as Declarant owns any undeveloped property or Unit for the purpose of sale.

Section 9. Garbage Containers. No garbage cans or receptacles shall be placed on the Property, including any Unit or Common Area. A trash compactor shall be located on the Property for use by the Owners and occupants in Durham Park. The Board shall establish rules and regulations concerning the use of the trash compactor.

Section 10. Parking Areas. Except in designated areas, if any, parking areas located on the Common Area shall be used for no purpose other than to park the personal vehicles of Owners, their guests, tenants and lessees, specifically excluding commercial vehicles, trailers, campers, recreational vehicles, motor homes, motorcycles, golf carts, boats, and disabled

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vehicles or vehicles under repair. This prohibition shall not apply to the temporary parking of service vehicles conducting maintenance services on a Unit or temporary parking of prohibited vehicles for loading and unloading purposes. Unit Owners may be subject to fines and cars may be towed for parking in non-designated areas.

Section 11. Common Area Use. No planting or gardening shall be done and no fences, hedges or walls shall be erected or maintained within the Common Area except as the Board of Directors, in its sole discretion, may deem appropriate. No sidewalks, doorsteps, entrances, or passageways shall be obstructed, encumbered or used other than for the ingress or egress to and from Units. These restrictions are for the mutual benefit, safety and protection of all Owners, residents and visitors.

Section 12. Leasing Restrictions. Leasing which is authorized hereunder shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the proposed lease agreement. The Board of Directors shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board of Directors shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

(b) General. Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. The Board at its discretion may require a rental criteria which may include but may not be limited to a background check.

(c) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language in to the lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, and Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in

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accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Areas. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Areas.

(iii) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment for a period of thirty (30) days after it is due and payable, the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments, lessee shall pay to the Association all amounts authorized in the Declaration as if lessee were an Owner. The above shall not be construed to release the Owner from any obligation, including the obligation for assessments.

Section 13. Other Restrictions, Rules and Regulations. The Association, through its Board of Directors, shall have the authority to promulgate and publish such additional restrictions, rules and regulations governing the use of the Common Area, 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 these Covenants, the Bylaws of the Association and any rules and regulations adopted by it, including fines levied against the Unit.

## ARTICLE X

### CONDEMNATION, LOSS OR DESTRUCTION

Section 1. Condemnation. The Association shall represent the Owners in any condemnation proceeding or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Area, or any part thereof. For such purpose, the Owners hereby appoint the Association as attorney-in-fact. In the event of such a taking, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interest may appear.

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Section 2. Partial Loss or Destruction. The Association shall represent the Owners in any proceedings, claims or negotiations in connection with partial loss or destruction of the Common Area. For such purpose, the Association is named by the Owners as attorney-in-fact. In the event of any such partial loss or destruction, any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

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ARTICLE XI

LENDER'S RIGHTS

To the extent permitted by law, lender shall be afforded the following rights:

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Section 1. Restoration or Repair. Any restoration or repair of damaged Units, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Covenants and the original plans and specifications, unless other action is approved by lenders holding Deeds to Secure Debt on Units which have at least fifty-one (51%) per cent of the votes of Units subject to Deeds to Secure Debt.

Section 2. Election to Terminate. Any election to terminate the legal status of the Development after substantial destruction or a substantial taking in condemnation of the Development shall require the approval of the lenders holding Deeds to Secure Debt on Units which have fifty-one (51%) per cent of the votes of Units subject to Deeds to Secure Debt.

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Section 3. Reallocation of Interest. Unless the formula for reallocation of interest in the Common Areas after a partial condemnation or partial destruction of the Development is fixed in advance by applicable law, no reallocation of interest in the Common Area resulting from the partial condemnation or partial destruction of the Development may be effective without the prior approval of lenders holding Deeds to Secure Debt on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) per cent of the votes of such remaining units subject to Deeds to Secure Debt.

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Section 4. Professional Management. In the event professional management has been previously required by any lender or insurer or guarantor, any decision to establish self-management by the Association shall require the prior consent of Owners of Units to which at least sixty-seven (67%) per cent of the votes in the Association are allocated and the approval of lenders holding Deeds to Secure Debt on Units which have at least fifty-one (51%) per cent of votes of Units subject to Deeds to Secure Debt.

ARTICLE XII

MODIFICATION

By recorded supplement, these Covenants may be modified:

Section 1. By Declarant until such time as Declarant shall have relinquished control of the Association as provided herein, except that any modification concerning termination of the legal status of the Development or adding or amending material provisions as described in Section 2 hereof shall require the requisite consent described in paragraph (2) hereof; and, thereafter;

Section 2. By the affirmative action of fifty one (51%) per cent of the votes of the Association at a meeting called and held in the manner prescribed in the Bylaws for amendments thereof; provided, however, that the consent of Owners to which at least fifty one (51%) per cent of the votes of the Association are allocated and the approval of the lenders holding Deeds to Secure Debt on Units which have at least fifty one (51%) per cent of the votes of Units subject to Deeds to Secure Debt shall be required to terminate the legal status of the Development. Provided further, however, the consent of the Owners of Units to which at least fifty one (51%) per cent of votes in the Association are allocated and the approval of lenders holding Deeds to Secure Debt on Units which have at least fifty one (51%) per cent of the votes of Units subject to Deeds to Secure Debt shall be required to add or amend any material provisions to this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Votes;
- (b) Assessments, assessment liens or subordination of such lien;
- (c) Reserves for maintenance, repair and replacement of Common Area, Lots or Units;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Area;
- (f) Responsibility for maintenance and repair;
- (g) Expansion or contraction of the Development or the addition, annexation or withdrawal of property to or from the Development, except as provided hereinbefore;
- (h) Boundaries of any Lot;
- (i) The interest of the general Common Area;
- (j) Convertibility of Lots into Common Area or Common Area into Lots;
- (k) Leasing of Units;
- (l) Imposition of any right of first refusal or similar restriction on the right of

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Unit Owners to sell, transfer or otherwise convey his or her Unit;

(m) Any provisions which are for the express benefit of lenders, holders, insurers or guarantors of first deeds to secure debt.

(3) Any addition or amendment to this Declaration shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any lender who receives a written request to approve additions or amendments and who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

### ARTICLE XVIII

#### EASEMENTS AND PARTY WALLS

Section 1. Easements for Encroachments. If any portion of the Common Area encroaches upon any Lot or any Unit encroaches upon any Common Area or another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. This easement for encroachment includes, but is not limited to, eaves, decks, balconies, porches and overhangs.

Section 2. Easement for Replacement and Repair. Certain common utility service lines which serve the individual units within buildings in the Development are located under the units. A blanket utility repair and replacement easement is hereby created for the benefit of each unit within the buildings. Said easement allows access to the attic space in each unit as well as underneath each Unit.

Such easements may be utilized by the Association or the appropriate utility service provider to replace and/or repair such utility service lines as needed or required, upon reasonable notice for the Unit owner of the need to do so.

Section 3. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the units upon the Property and placed on the dividing line between the Units 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 4. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If the repair is caused by the negligence of either Owner or Occupant, that Owner shall be responsible for damage to the party wall.

Section 5. 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

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other Owners thereafter make 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 such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 6. 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, and of repairing the party wall to its original condition.

Section 7. Right to Contribution Runs With 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 8. Moisture Maintenance. Each Owner and the Association, with respect to any area of any building, agree to (i) immediately repair any water leaks or moisture problems in their respective area of maintenance responsibility in a good and workman-like condition; (ii) insure that any building material which has absorbed water or moisture as a result of a water leak and has not been completely dried as part of the repair of the water or moisture damage is removed and replaced; (iii) regularly inspect the parts of the Unit or building which they respectively maintain for the existence of moisture, mold, mildew or fungus; and (iv) promptly and regularly clear any area where moisture, mold, fungus or mildew appear with bleach or other such similar product designed to inhibit the growth of mold, mildew or fungus.

Section 9. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the provisions in Article XIV below shall control.

#### ARTICLE XIV

#### INSURANCE

Section 1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

Section 2. Association Liability and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

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Section 3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Section 4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Georgia.

(b) All policies on the Common Property shall be for the benefit of the Association and its members. Any policies covering improvements on Lots shall be for the benefit of Unit Owners and their Mortgagees, as their interest may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified person, at least one of whom must be in the real estate industry and familiar with construction in the county where the Property is located.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

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

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

(iii) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners;

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(iv) a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association.

Section 5. Additional Association Insurance. In addition to the other insurance required by this Paragraph, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds or dishonesty insurance. The amount of fidelity coverage or dishonesty insurance shall be determined in the directors' best business judgment, but if reasonably available, shall not be less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two Board members must sign any checks written on the reserve account. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

Section 6. Individual Unit Owner Insurance. If the Association does not maintain insurance on the improvements on Lots, each Owner shall carry blanket all-risk casualty insurance on his or her Lot and Unit constructed thereon meeting the same requirements as set forth in Section 1 and Section 3 of this Article for insurance on the Common Property. Each Owner further covenants and agrees that, in the event of damage and destruction of a Unit on his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Board of Directors or the Architectural Review Board.

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Section 7. Insurance Deductibles. In the event of an insured loss under the Association's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Association or the Person or Persons who would be responsible for such loss in the absence of insurance in the same proportion for which they otherwise would be responsible bears to the total damage incurred. If any Owner fails to pay the deductible when required hereunder, then the Association can pay the deductible and assess the cost to the Owner or Owners.

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It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association.

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#### ARTICLE XV

#### DISPUTE RESOLUTIONS AND LIMITATIONS ON LITIGATION

Section 1. Agreement to Avoid Costs of Litigation and to Limit Rights of Litigate Disputes. The Association, Declarant, all persons subject to the Declaration, Owners and any person not otherwise subject to this Declaration who agrees to submit to the Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property in order to avoid the emotional and financial costs of litigation. Accordingly, each bound Party covenants and agrees that all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Bylaws, the Rules and Regulations, shall be resolved using the procedures set forth in Section Three in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such claim.

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Section 2. Exempt Claims. The following claims shall be exempt from the provisions of Section 3;

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(a) Any suit by the Association to enforce the provision of Article VI (assessments);

(b) Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief and such other ancillary relief as the court may deem necessary) in order to maintain the status quo and preserve the Association's ability to enforce the provision of Article VII (Architectural Control) and Article X (Use Restrictions);

(c) Any suit between Owners seeking redress on the basis of a claim which would constitute a cause of action under federal law or the laws of the State of Georgia in the absence of a claim based on the Declaration, Bylaws, Articles or rules of the Association, if the amount in controversy exceeds \$5,000.00;

(d) Any suit arising out of any written contract between Owners, or between the Declarant and any Builder, which would constitute a cause of action under federal law or the laws of the State of Georgia in the absence of a claim based on the Declaration, Bylaws, Articles or rules of the Association; and

(e) Any suit in which all parties are not Bound Parties.

Any Bound Party having an exempt claim may submit it to the alternative dispute resolution procedures set forth in Section 3, but there shall be no obligation to do so. The submission of an exempt claim involving the Association to the alternative dispute resolution procedures shall require the approval of the Association.

Section 3. Mandatory Alternative Dispute Resolution Procedures. All claims other than exempt claims shall be resolved using the following procedures:

(a) Notice. Any Bound Party having a claim ("Claimant") against any other Bound Party ("Respondent"), shall notify each Respondent in writing of the claim stating:

i. the nature of the claim, including date, time, location, persons involved and respondent's role in the claim;

ii. the basis of the claim, i.e. the provision of this Declaration, the Bylaws, the rules or other authority giving rise to the claim;

iii. what action the Claimant wants the Respondent to take or avoid to resolve the claim; and

(b) Negotiations.

i. the Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good negotiations.

ii. by written request with a copy of the claim, a party may request assistance from the Board in the form of a neutral representative to assist with negotiations. Requests will be granted so long as the Board, in its discretion believes its efforts will be beneficial to the Parties and the welfare of the community;

(c) Mediation.

i. If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice, Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of any dispute resolution center or other such independent agency providing similar services in the same geographical area upon which the parties may mutually agree.

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ii. If Claimant does not submit the Claim to mediation within 30 days, Claimant shall be deemed to have waived the Claim and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person not a party to the foregoing proceedings.

iii. If the Parties do not settle the Claim within 30 days after submission to Mediation, or within a time period agreed upon by the Parties, the Mediator shall issue a termination notice explaining when and where the Parties met, the outcome, and the date the Mediation was terminated.

iv. The Claimant shall have 5 days from the date mediation terminated to make a final written settlement demand. The Respondent shall have 5 days from the date mediation terminated to make a final written settlement offer. If Claimant fails to make the demand, the Claimants original Notice shall constitute the final demand. If the Respondent fails to make a final offer, the Respondent will be deemed to have made a zero or take nothing offer.

(d) Final and Binding Arbitration. Any and all claims, disputes and controversies by and between the Declarant, Association and/or Owners or any combination thereof arising from or related to the Properties, any improvements to the Property, the sale of any part of the Property, including any claim of breach of contract or warranty, negligence, negligent or intentional misrepresentation or non disclosure in the inducement, execution or performance of any contract, and breach of any alleged duty of good faith and fair dealing shall be submitted to arbitration by and pursuant to the rules of Home Buyers Warranty in effect at the time of the request for arbitration. This arbitration agreement shall inure to the benefit of, and be enforceable by all successors and assigns of the parties. Any party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcing this arbitration agreement, and the arbitrator shall have sole authority to award such fees and costs. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. This arbitration agreement shall be deemed to be a self executing arbitration agreement. Any disputes concerning interpretation or the enforceability of this arbitration agreement, including without limitation, its revocability or voidability for any cause, the scope of arbitrable issues and any defense based on waiver, estoppel or laches shall be decided by the arbitrator. The initiation of or participation by any party in any judicial proceedings concerning this arbitration agreement or any matter arbitrable hereunder shall not be deemed a waiver of the right to enforce this arbitration agreement, and notwithstanding provision of law to the contrary, shall not be asserted to accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this arbitration agreement. Any party who shall commence a judicial proceeding concerning a dispute that is arbitrable, however, shall also be deemed a party requesting arbitration within the meaning of this arbitration agreement. The arbitrator's compensation shall be borne equally by the arbitrating parties. Any additional fees may be assessed in accordance with the arbitration rules and fees.

Section 4. Allocation of Costs of Resolving Claims.

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(a) Each Party shall bear its own costs incurred, including attorneys fees, up to and including the arbitration process described above. Each Party shall share equally all charges rendered by the mediator and arbitrator.

(b) An award greater than the Claimant's final demand as described in Section 3(c)(iv) above, shall entitle Claimant to reimbursement by Respondent of those costs incurred by Claimant to proceed under the arbitration provision. Costs incurred prior to the arbitration process by Claimant are not reimbursable.

(c) An award less than the Respondent's final offer as described in Section 3(c)(iv) above, shall entitle Respondent to the reimbursement by Claimant of those costs incurred by Respondent to proceed under the arbitration provision. Costs incurred prior to the arbitration process by Respondent are not reimbursable.

Section 5. Enforcement of Resolution. If any party fails to abide by the terms of a settlement reached in mediation or by an award following arbitration, then any other party may file suit to enforce such agreement or award without the need to comply with the procedures set forth in this Article XVI. The party taking the action shall be entitled to recover from the non-complying party all costs incurred including attorney's fees and court costs.

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, Association, or any Owner shall have the right to enforce, as described herein, all restrictions, condition, covenants, reservation, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or 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.

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

Section 3. Amendments. The within covenants and restrictions shall run with and bind the land perpetually. Except as provided herein, this Declaration may be amended by an instrument signed by not less than 75% of the Lot Owners (both A and B members.)

Section 4. Notices. Any notice required or desired to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known address of the party entitled to the Notice.

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Section 5. Assignment by Declarant. All rights which are specified by this Declaration to be the rights of the Declarant are assignable, mortgagable, pledgeable or transferable. Any successor to or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of the Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liabilities for the acts of any other party which previously excrcised or subsequently shall exercise such rights.

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[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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NORTH GODLEY DEVELOPERS, INC.

By: \_\_\_\_\_  
JACK WARDLAW, Secretary/Treasurer

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JERRY C. WARDLAW  
CONSTRUCTION CO., INC.

By: \_\_\_\_\_  
JACK WARDLAW, Vice President

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Executed in the presence of:

\_\_\_\_\_  
Witness

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

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**EXHIBIT "A"**  
**DURHAM PARK TOWNHOMES**  
**SUBMITTED PROPERTY DESCRIPTION**

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, City of Pooler, Chatham County, Georgia, being shown upon the Plat entitled "DURHAM PARK TOWNHOMES, PHASE 1-B, A Subdivision and Recombination of Lots A & D, Durham Park Townhomes, A Subdivision of Parcel R-8, of International Paper Realty Corporation's S.A. Allen Tract, 8<sup>th</sup> G.M.D., City of Pooler, Chatham County, State of Georgia", prepared by Kern-Coleman & Co., LLC for South Godley Enterprises, LLC, dated January 23, 2007, and recorded in Plat Record Book 39-S, Page 95, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and affixed his seal this 3<sup>rd</sup> day of March, 2008.

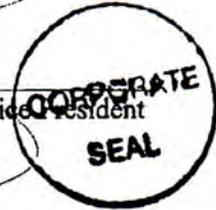
NORTH GODLEY DEVELOPERS, INC.



By: [Signature]  
JACK WARDLAW, Secretary/Treasurer

JERRY C. WARDLAW  
CONSTRUCTION CO., INC.

By: [Signature]  
JACK WARDLAW, Vice President



Executed in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and affixed his seal this 1<sup>st</sup> day of March, 2008.

NORTH GODLEY DEVELOPERS, INC.

By: [Signature]  
JACK WARDLAW, Secretary/Treasurer

JERRY C. WARDLAW  
CONSTRUCTION CO., INC.

By: [Signature]  
JACK WARDLAW, Vice President

[Signature]  
WILLIAM J. HALL

[Signature]  
JOAN S. HALL

[Signature]  
HENRY D. HOWARD

[Signature]  
LOUISE M. HOWARD

Executed in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



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## **BY-LAWS OF DURHAM PARK HOMEOWNERS ASSOCIATION, INC.**

### **A Nonprofit Corporation (the "Association")**

These By-Laws the By-Laws of the Association, which is the corporation created by Articles of Incorporation, filed with the Secretary of State of Georgia on January 10, 2008, the "Articles of Incorporation". All references herein to the "Declaration" shall refer to that certain recorded instrument known as 11 Declaration of Covenants, Conditions, Easements and Restrictions for Durham Park Townhomes, in the Office of the Clerk of the Superior Court of Chatham County, Georgia as the same have been amended and supplemented from time to time. All capitalized or underlined terms used herein shall have the meanings assigned thereby the Declaration unless the context clearly otherwise requires.

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.** "Association" shall mean and refer to DURHAM PARK HOMEOWNERS ASSOCIATION, INC./ a Georgia non-profit corporation, its successors and assigns.

**Section 2.** "Owner" shall mean and refer the record owner, whether one or more persons or entity is, of a fee simple title to any Lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a lot solely as security for the performance of an obligation.

**Section 3.** "Property" shall mean and refer to the "Property" described and defined in the Declaration and any additional thereto, as are or shall become subject to the Declaration and any Supplementary Declaration later filed.

Section 4. Member shall mean and refer to every person or entity who holds membership in the Association.

## **ARTICLE II**

### **OFFICES**

**Section 1. Registered Office.** The registered office of the Association shall be located at P.O. Box 1225 Beaufort, SC 29901 or such other offices as the Board of Directors shall select.

**Section 2. Other Offices.** The Association may also have offices at such other places both within and outside Chatham County, Georgia, as the Board of Directors may from time to time determine or the business of the Association may make appropriate.

**Section 3. Notice of Meetings.** Written notice of a meeting stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, and a proxy form shall be delivered not less than thirty (30) days nor more than sixty (60) days in advance of an annual, regularly scheduled or special meetings.

**Section 4. Business of Meetings.** At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action, subject to the President's right to preside over and control the agenda of the meeting (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote and present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting or members shall be brought up for action at such a special meeting.

**Section 5. Quorum.** The holders of fifteen (15) percent of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, a new meeting shall be called within sixty (60) days of the date of meeting, without notice other than announcement at the meeting, and at such Reconvened meeting, one-half of the required quorum shall constitute a quorum. The owners present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourn meeting.

**Section 6: Majority.** If a quorum is present, the affirmative vote of the majority of the members entitled to vote and represented at the meeting shall be the act of the members, except otherwise agreed by the Association, which shall be controlling, and further except that the unanimous vote of all member entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to matters about which no notice had been given in the notice of such special meeting.

**Section 7: Voting.**

- (a) Anything herein to the contrary notwithstanding, all voting contemplated by these By-laws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.
- (b) Unless otherwise provided in the Declaration, members shall be

entitled to one vote for each Lot on each matter to a vote at a meeting or members with each vote as set out in Article Four of the Declaration. A member may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney. Any proxy in fact must be in writing, signed by the member (or owners as provided below) and submitted to the President prior to the meeting. If any Lot is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Lot shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy, a mere lessee of any owner or member shall have no right to vote and shall in no respect be deemed a member of the Association.

**Section 8:** Action by Consent: Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

### **ARTICLE III**

#### **DIRECTORS**

**Section 1:** Number: Following the first annual meeting of members, the number of directors shall not be less than three (3) nor more than seven (7) as may be elected by the vote of a majority of the members at the annual meeting. Director must be over the age of eighteen, but need not be (i) residents of the State of Georgia (ii) owners of the Lots in Durham Park. The term of a Director shall be for (1) year or until the next annual

meeting of the membership and their successor has been elected and qualified.

**Section 2:** Powers: The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all, such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these By-Laws directed or required to be exercised or done by the members.

**Section 3:** Compensation of Directors: The Board of Directors shall receive not compensation. However, the Board of Directors may receive appropriate

reimbursement for approved expenses advanced in furtherance of the Associations business.

**Section 4:** Indemnification: As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, each officer or director acting in accordance with these By-Laws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of the officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association and approved by the board for payment.

## ARTICLE IV

### MEETINGS OF THE BOARD OF DIRECTORS

**Section 1:** Location of Meetings: Meetings of the Board of Directors, regular or special

shall be held within Chatham County in the State of Georgia, or such other place the Board of Directors may determine.

**Section 2:** First Meeting of the New Board: The first meeting of each newly elected Board of Directors shall be held within two weeks of the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the Board of Directors, and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting provided a quorum shall be present. Alternatively, the new Board of Directors may convene as such alternate place and time as shall be consented to by all its Board of Directors.

**Section 3:** Regular Meetings: Regular meetings of the Board of Directors may be held with such frequency and at such time and at such place from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

**Section 4:** Special Meetings: Special meetings of the Board of Directors may be called by the chairman of the board, by the president, or by any two directors on three days' notice to each director in accordance with Article V below.

**Section 5:** Notice of Meetings: Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting or the Board of Directors need to be specified in the notice of waiver of such meeting.

**Section 6: Quorum:** A quorum for majority of the directors shall constitute the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

**Section 7: Majority:** The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of the greater number is required by law or by the Articles of Incorporation.

**Section 8: Action by Consent:** Any action required or permitted to be taken at a meeting without a meeting if a consent in writing, setting forth the action so taken is signed by all directors or members of the committee, as the case may be entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board of the committee.

## **ARTICLE V**

### **NOTICES**

**Section 1: Required Notices:** Whenever, under the provisions of applicable law, the Articles of Incorporation or these By-Laws, any notice is required to be given to any director or member, such notice shall be given in writing or delivered either personally or by first class mail or email, addressed to such director or member at his address as it appears on the records of the Association. If mailed such notice shall be deemed to be delivered three (3) business days after it was deposited in the United States mail with first class postage. Notices given by other means shall be prepaid deemed delivered.

when received by the addressee.

**Section 2:** Waiver of Notice: Whenever under the provisions of applicable law, the Articles of Incorporation or by these By-Laws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

## **ARTICLE VI**

### **OFFICERS**

**Section 1:** Officers; Election Term: The officers of the Association shall be chosen by the Board of Directors and shall be a President, a Secretary, and a Treasure, except as otherwise provided by law, any person may hold more than one office. Officers shall be elected at the first meeting of Board of Directors following the annual meeting of members and shall hold offices until their respective successors have been elected and shall have qualified, and if the Board of Directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. The officers shall be a member of the Board of Directors and member of the Association.

**Section 2:** Additional Officers and Agents: The Board of Directors may appoint such other officers, including Vice Presidents, Assistant Secretaries and Assistant Treasures, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

**Section 3:** Salaries: The officers shall receive not compensation.

**Section 4: Removal; Vacancies:** Any officer or agent elected or appointed by the Board of Directors may be removed by the board at any time with or without cause by the affirmative vote of a majority of the Board of Directors. Officers and agents otherwise elected or appointed may similarly be removed or otherwise in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the Board of Directors.

**Section 5: The President:** The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of members and the Board of Directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she with the approval of the Board of Directors shall have the authority and power to execute on behalf of the Association bonds, mortgages, notes, contracts, leases, and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

**Section 6: Vice President:** The Vice President, or if there shall be more than one, the Vice Presidents determined by the Board of Directors, shall in absence or disability of the President, perform the duties and exercise the powers of the President. Each Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**Section 7: Secretary and Assistant Secretary:** The secretary shall attend all meetings

of members and the Board of Directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committee of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the president, under whose supervision it shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there are more than one, the assistant secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**Section 8: Treasurer and Assistant Treasurers:** The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as treasurer and of the financial condition of the Association. If required by the Board of Directors, he or she shall give

the Association a bond in such sum and with surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Association in case of his or her death, resignation, retirement or removal from office, of all books, paper, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association, the assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the Board of Directors shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasure and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## **ARTICLE VII**

### **GENERAL PROVISION**

**Section 1:** Checks: All checks, drafts, demands for money and notes of the Association shall be signed by two officers of the Corporation or by a management company authorized by the Board of Directors.

**Section 2:** Fiscal Year: The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

**Section 3:** Seal: The Association shall have a corporate seal which shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal-Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manger reproduced. The Board of Directors may from time to time authorize any other offer to affix the seal of the Association on and to attest to such affixation by his/her signature.

**Section 4: Books and Records:** The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committee of directors.

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

**Section 5: By-Law Amendments:** These By-Laws may be altered, amended, or repealed or new By-Laws may be adopted by a two-thirds (2/3) vote of the Board of Directors.

**Section 6: Conflict:** In the event of any conflict between these By-Laws and the following, the controlling language shall be found in: the laws of the State of Georgia, the Declaration or the Articles of Incorporation, in the order listed.

**Durham Park Homeowners**

Return to: McCorkle & Johnson, LLP  
319 Tattnell St., Savannah, GA 31401

  
Doc ID: 029237340018 Type: EASE  
Recorded: 11/23/2015 at 02:28:54 PM  
Fee Amt: \$44.00 Page 1 of 18  
Chatham, Ga. Clerk Superior Court  
Daniel Massey Clerk Superior Court  
BK **678** PG **97-114**

Prepared by and return to:

Graybill, Lansche & Vinzani, LLC  
225 Seven Farms Drive, Suite 107  
Charleston, South Carolina 29492

\_\_\_\_\_[Space above this line for recording data]\_\_\_\_\_

### EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (this "**Agreement**"), made and entered into this 20<sup>th</sup> day of November, 2015, by and among Durham Park Homeowners Association, Inc., a Georgia non-profit corporation ("**DPHOA**"), Durham Park Townhomes, LLC, a Georgia limited liability company ("**DPT**", collectively with DPHOA, "**Durham**"), and Holly Springs Crossing, LLC, a North Carolina limited liability company ("**HSC**"). DPHOA, Durham and HSC are sometimes referred to individually as a "**Party**" and collectively as "**Parties**".

### WITNESSETH

WHEREAS, DPT is the fee simple owner of that certain parcel of land more particularly described on Exhibit A attached hereto and incorporated herein (the "**Durham Property**");

WHEREAS, HSC is the fee simple owner of that certain parcel of land more particularly described on Exhibit B attached hereto and incorporated herein (the "**HSC Property**");

WHEREAS, the HSC Property and Durham Property were subject to the terms of that certain Declaration of Covenants, Conditions and Restrictions for Durham Park Townhomes recorded at Deed Book 338-I, Page 289 of the Clerk of Superior Court of Chatham County, Georgia, re-recorded in Deed Book 339-O, Page 435, aforesaid records (as amended and supplemented, from time to time, the "**Declaration**");

WHEREAS, contemporaneously herewith, Durham (and DPT, as "Declarant" under the Declaration) have filed that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Durham Park Townhomes recorded at Deed Book 678, Page 84 of the aforesaid records ("**Amendment**") which is intended to withdraw the HSC Property from the Declaration thereby terminating any benefits and burdens thereunder with respect to the HSC Property, and pursuant to which those certain parcels more particularly described on Exhibit A-1 shall remain subject to the terms of the Declaration (the "**Remaining Property**"; together with the Durham Property, the "**Townhome Development**");

WHEREAS, pursuant to the terms of the Declaration, DPHOA (and its members) have an equitable interest in the Durham Property and the improvements thereon, and intends such interest to be subject to the terms of this Agreement, and DPHOA is acting for itself and as nominee and attorney in fact for the Owners of the Remaining Property;

WHEREAS, as a result of such withdrawal of the HSC Property from the Declaration, the Parties wish to grant certain mutual easements and establish certain maintenance responsibilities between and for the benefit of each of the HSC Property and the Durham Property (and for the benefit of the Remaining Property), as more particularly described herein;

WHEREAS, the term “**Owner**” or “**Owners**” shall mean the respective owner or owners of the Durham Property, the HSC Property, the Remaining Property, or any portion thereof, and any and all successors or assigns of such owners to the fee simple title of all or any portion of the Durham Property or the HSC Property, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such property, and shall also mean the members of the DPHOA;

WHEREAS, the term “**Parcel**” or “**Parcels**” shall mean each separately identified parcel of real property now constituting a part of the real property subject to this Agreement, including the Durham Property or the HSC Property described herein, and any separately identified parcel resulting from a subdivision, if any, thereof; and

WHEREAS, the term “**Occupant**” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust or any other form of business from time to time entitled to use and occupancy of any portion of the Durham Property or the HSC Property under an ownership right or under any lease, sublease, license, concession, or similar agreement.

NOW, THEREFORE, each Party hereby covenants and declares, on behalf of itself and its successors and assigns, that its respective Parcel(s) shall be held, conveyed, acquired and encumbered subject to the following easements, covenants, and restrictions, all of which shall run with the land and bind and inure to the benefit of all persons who may now or hereafter occupy or enter upon any portion thereof (including an Occupant), subject to the right of the Parties (or their successors and assigns) to amend this Agreement as provided herein.

1. Grant of Access Easement.

- (a) Durham does hereby grant for the benefit of the HSC Property a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for vehicular and pedestrian access, ingress and egress over the access drives on the Durham Property more particularly shown on the site plan attached hereto as Exhibit C (the “**Site Plan**”) and labeled as “Durham Park Way” (which such drive extends to Durham Park Boulevard) and “Monticello Way” (the “**Durham Access Easement**”). The Durham Access Easement granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of such drives.
- (b) HSC does hereby grant for the benefit of the Townhome Development a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for vehicular and pedestrian access, ingress and egress over the access drives on the HSC Property more particularly shown on the Site Plan attached and labeled as “Durham Park Way” and “Monticello Way” (the “**HSC Access Easement**”). The HSC Access Easement

granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of such drives.

- (c) The Durham Access Easement and HSC Access Easement shall be referred to hereinafter collectively as the “**Access Easement**”. The Owner of the HSC Property shall be responsible for the replacement, operation, maintenance and repair of the roadways located in the Access Easement and shall maintain the Access Easements in a first-class condition.
- (d) The Owner of the HSC Property shall have the right to allocate and collect the costs and expenses of maintaining, repairing and/or replacing and servicing the Access Easement between the Owner of the Durham Property and the Owner of the HSC Property as follows:

HSC Property – 80.00%  
Durham Property – 20.00%

The Owner of the HSC Property shall deliver to Owner of the Durham Property, on or before the thirty-first (31st) day of January of each calendar year, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair and/or replacement, and servicing costs incurred by the Owner of the HSC Property during the preceding calendar year relating to the roadways in the Access Easement, and such Owner's calculated portions thereof (collectively, the “**Access Assessments**”).

2. General Utility Easements.

- (a) Durham and HSC each hereby declare, grant, bargain, sell and convey to one another a non-exclusive permanent, perpetual, irrevocable, transmissible and assignable easements, varying in width, for installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of utility lines, including but not limited to, sanitary sewers, storm water drains and facilities, water (fire and domestic), gas, electrical, telephone and communication lines across, under and over their respective properties (collectively, the “**General Utility Easements**”). The General Utility Easements will be located in accordance with requirements of the applicable utility service provider in such a manner as not to interfere with building areas or with the existing or intended development of the Durham Property. Furthermore, once granted pursuant to the terms of this Agreement, the actual provider of this underlying utility service shall be deemed to have easement rights over the General Utility Easements (which must be exercised in accordance with the terms of this Agreement).
- (b) All utility lines shall be underground except: (i) ground mounted electrical transformers; (ii) as may be necessary during periods of construction, reconstruction, repair, or temporary service; (iii) as may be required by governmental agencies having jurisdiction; (iv) as may be required by the provider of such service; and (v) fire hydrants.
- (c) The Owner of the HSC Property shall each have the right to tap into utilities on the Durham Property provided that there is thereafter sufficient capacity on the Durham Property to adequately support the HSC Property.

3. Grant of Mailbox Easement. Durham does hereby grant a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for use of the mailbox facility in the location on the

Durham Property shown on the Site Plan as the “Mail Kiosk”, including but not limited to (i) the right of pedestrian ingress and egress to such facilities located therein, (ii) the right to utilize the parking spaces immediately adjacent to the Mail Kiosk for temporary vehicular parking while accessing and utilizing such facilities, and (iii) the right to send and receive mail via the United States Postal Service (as well as such other carriers that customarily deliver mail to the Mail Kiosk) for the benefit of the HSC Property (the “**Mailbox Easement**”). The Mailbox Easement granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of the Durham Property. The Owner of the HSC Property shall be responsible for the, operation, maintenance, repair, and replacement (as necessary) of the facilities located in the Mailbox Easement (collectively, the “**Mailbox Repairs**”). The Owner of the HSC Property shall have the right to allocate and collect the costs and expenses of maintaining, repairing and servicing the Mail Kiosk between Durham and the Owner of the HSC Property as follows:

HSC Property	-	80.00%
Durham Property	-	20.00%

The Owner of the HSC Property shall deliver to the Owner of the Durham Property, on or about the first (1st) day of each calendar month, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair and servicing costs incurred by the Owner of the HSC Property during the preceding calendar month relating to the Mailbox Repairs, and such Owner's calculated portions thereof (collectively, the “**Mailbox Assessments**”).

4. Grant of Dumpster Easement.

- (a) Durham does hereby grant a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for use of the dumpster facility in the location on the Durham Property shown on the Site Plan as the “Dumpster Area”, including but not limited to (i) the right of pedestrian ingress and egress to such facilities located therein, (ii) the right to utilize the parking spaces immediately adjacent to the Dumpster Area for temporary vehicular parking while accessing and utilizing such facilities, and (iii) the right to dispose of refuse (and recyclable objects, as the case may be) in the dumpsters located within the Dumpster Area for disposal, for the benefit of the HSC Property (the “**Dumpster Easement**”). The Dumpster Easement granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of the Durham Property.
- (b) The Owner of the HSC Property shall be responsible for maintaining the Dumpster Area in reasonably good condition and repair and in accordance with all applicable governmental requirements therefor, including any fencing and landscaping thereat or within the Dumpster Area, and providing for and maintaining periodic garbage removal. The Owner of the HSC Property shall have the right to allocate and collect the costs and expenses of maintaining, repairing and servicing Dumpster Area prorata among the parties utilizing the Dumpster Area, as follows:

HSC Property	-	80.00%
Durham Property	-	20.00%

- (c) The Owner of the HSC Property shall deliver to the Owner of the Durham Property, on or about the first (1st) day of each calendar month, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair and servicing

costs incurred by the Owner of the HSC Property during the preceding billing period relating to the Dumpster Easement, and such Owner's calculated portion thereof (collectively, the "**Dumpster Assessments**").

5. Storm Drainage and Detention Easement.

- (a) Durham and HSC each hereby establish and declare a non-exclusive permanent, perpetual, irrevocable, transmissible and assignable easement for the benefit of the other, for stormwater drainage and stormwater discharge purposes and for the maintenance and repair of stormwater drainage and stormwater discharge facilities (collectively, the "Drainage and Detention Easement"), under, over, through, across and into those certain portions of their respective properties identified on Exhibit C as the "Storm Drainage Easement Area". The Drainage and Detention Easement shall be utilized by the Owners of the Durham Property and the HSC Property.
- (b) The Owner of the HSC Property shall be responsible for maintaining and repairing the Drainage Easement and Detention Pond in reasonably good condition and repair and in accordance with all applicable governmental requirements therefor, including any fencing and landscaping thereat or within the Drainage Easement Area. The Owner of the Durham Property shall be responsible for Twenty Percent (20.00%) of all costs and expenses incurred by the Owner of the HSC Property hereunder.
- (c) The Owner of the HSC Property shall deliver to the Owner of the Durham Property, on or about the first (1st) day of each calendar month, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair, insurance and servicing costs incurred by the Owner of the HSC Property relating to the Drainage Easement and Detention Pond during the preceding billing period, and such Owner's calculated portions thereof (collectively, the "**Drainage Assessments**").

6. Well and Irrigation System.

- (a) Durham and HSC each hereby establish and declare a non-exclusive permanent, perpetual, irrevocable, transmissible and assignable easement for the benefit of the other, for the maintenance and repair of the well and irrigation system (the "**Well and Irrigation System**") under, over, through, across and into (i) the "Well Site" as shown on the Site Plan, and (ii) those certain portions of their respective properties utilized for irrigation facilities, from time to time, so long as such irrigation facilities are located in such a manner as not to interfere with building areas or with the existing or intended development of the Durham Property or the HSC Property (collectively, the "**Well and Irrigation Easement**"). The Well and Irrigation Easement shall be utilized by the Owners of the Durham Property and the HSC Property.
- (b) The Owner of the HSC Property shall be responsible for maintaining and repairing the Well and Irrigation System and the Well and Irrigation Easement in reasonably good condition and repair and in accordance with all applicable governmental requirements therefor. Durham shall be responsible for Twenty Percent (20.00%) of all costs and expenses incurred by the Owner of the HSC Property hereunder.
- (c) The Owner of the HSC Property shall deliver to the Owner of the Durham Property, on or about the first (1st) day of each calendar month, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair, insurance and

servicing costs incurred by the Owner of the HSC Property relating to the Well and Irrigation System and the Well and Irrigation Easement during the preceding billing period, and such Owner's calculated portions thereof (collectively, the “**Well and Irrigation Assessments**”).

7. Grant of Amenity Easement.

(a) HSC does hereby grant a non-exclusive, permanent, perpetual, irrevocable, transmissible easement for use of certain portions of the clubhouse and amenity facilities for the benefit of the Townhome Development in the location on the HSC Property shown on the Site Plan as the “Amenities Site”, including but not limited to (i) the right of pedestrian ingress and egress to such facilities located therein, (ii) the right to utilize the parking spaces immediately adjacent to the Amenities Site for temporary vehicular parking while accessing and utilizing such facilities, and (iii) the right to utilize the pool facilities and certain areas of the clubhouse in accordance with such rules and regulations as may be promulgated by the Owner of the HSC Property from time to time, in its sole and absolute discretion, for the benefit of the HSC Property (the “**Amenity Easement**”). The Amenity Easement granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of the HSC Property. Notwithstanding anything contained herein to the contrary, the Amenity Easement only encumbers certain portions of the clubhouse that are not occupied for the exclusive use of HSC (or agent(s) thereof) management and the related Amenity Easement areas.

(b) The Owner of the HSC Property shall be responsible, at its sole cost and expense, for maintaining, repairing and/or replacing, managing and insuring the Amenities Site in reasonably good condition and repair and in accordance with all applicable governmental requirements therefor. The Owner of the HSC Property shall have the right to allocate and collect the costs and expenses related to maintenance, repairs, taxes, insurance and services for the Amenities Site among the parties utilizing the Amenities Site in the following allocation:

HSC Property	-	80.0%
Durham Property	-	20.0%

(c) The Owner of the HSC Property shall deliver to the Owner of the Durham Property, on or about the first (1st) day of each calendar month, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair, insurance and servicing costs incurred by the Owner of the Durham Property during the preceding billing period relating to the Amenity Easement and such Owner's calculated portion thereof (collectively, the “**Amenity Assessments**”).

8. Grant of License for Gate and Entrance Sign. Durham does hereby grant a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable license for use of the entrance sign and security gate at the point of access from Durham Park Boulevard to the Durham Property (the “**Gate and Sign License**”), as it may exist from time to time. The Gate License granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of the Durham Property in accordance with such rules and regulations as may be promulgated by the Owner of the HSC Property from time to time, in its sole and absolute discretion. The Owner of the HSC Property shall be responsible for the operation, maintenance, repair, and replacement (as necessary) of the gate

facilities (collectively, the “**Gate and Sign Repairs**”) and to provide all Owners of the Durham Property with the gate access code and/or security devices as necessary with the cost of the replacement device being borne by the device owner. The Owner of the HSC Property shall have the right to allocate and collect the costs and expenses of maintaining, repairing and servicing the gate prorata among the parties utilizing the gate, as follows

HSC Property	-	80.00%
Durham Property	-	20.00%

The Owner of the HSC Property shall deliver to the Owner of the Durham Property, on or about the first (1st) day of each calendar month, a written statement (with supporting invoices or other reasonable detail) setting forth the maintenance, repair and servicing costs incurred by the Owner of the HSC Property during the preceding calendar year relating to the Gate and Sign Repairs and such Owner's calculated portion thereof (collectively, the “**Gate and Sign Assessments**” together with the Dumpster Assessments and the Drainage Assessment, each an “**Assessment**” and collectively, the “**Assessments**”). Notwithstanding anything stated herein to the contrary, the Owner of the HSC Property shall ensure that the Owners of the Durham Property have access through the gate and sign at all times except when gate repairs or sign repairs, as applicable, are underway.

9. Encroachment Easement. Durham and HSC each hereby grant to the other a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for incidental encroachments relating to the common boundary lines of the Parcels (“**Encroachment Easement**”). Notwithstanding anything to the contrary contained herein, such Encroachment Easement shall include, but is not limited to the “Encroachment Area” shown on the Site Plan. The Owner of the HSC Property shall have the exclusive use of the Encroachment Area for all lawful uses, and shall maintain and repair such area at its sole cost and expense (expressly subject to the easement granted for the benefit of the Durham Property to the parking spaces directly adjacent to the Amenities Site in Section 7 hereinabove).

10. Green Space Easement. The Owners each hereby grant to the other a non-exclusive, permanent, perpetual, irrevocable, transmissible and assignable easement for the benefit of the Townhome Development for use of the areas located on the HSC Property generally shown on the Site Plan as the “Green Space Area”, for the purposes of general recreational use in accordance with such rules and regulations as may be promulgated by the Owner of the HSC Property from time to time, in its sole and absolute discretion, and as such Green Space Area shall exist from time to time. (“**Green Space Easement**”). The Green Space Easement granted herein is non-exclusive and shall be used in a manner so as not to unreasonably interfere with the normal and customary use of the HSC Property or the Townhome Development. Notwithstanding anything contained herein to the contrary, the Owner of the HSC Property may change, modify, and/or alter the Green Space Area so long as such change, modification, and/or alternation does not substantially modify the Green Space Easement or materially interfere with the use of the Green Space Easement by Owners or their guests.

The owners of the tracts shall have and hold all and singular the easements and rights conveyed in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 (collectively, the “**Easements**”) for the collective benefit of the Parcels and the Owners, and its successors and assigns forever, subject to the terms and conditions set forth herein.

11. Assessments; Self-Help.

- (a) Each Owner shall have thirty (30) days following the receipt of each respective Assessment statement in which to pay its prorata portion of such Assessments to the billing Owner. All Assessments, together with interest, costs and expenses, including

reasonable attorneys' fees, levied upon a Parcel shall be a charge on and a continuing lien upon the Parcel against which the Assessment is made, which such lien shall be prior to all other liens, excepting only (i) real property taxes and assessments upon the Parcel, and (ii) all sums unpaid on mortgages and other liens and encumbrances duly recorded against the Parcel prior to the filing with the Office of the Chatham County Clerk of Superior Court of a notice of the lien for an unpaid Assessment. Such lien for an unpaid Assessment shall become effective against a Parcel when a notice thereof has been filed in the Office of the Chatham County Clerk of Superior Court in the same manner as the filing of a mortgage, provided that such notice of lien shall not be recorded until an Assessment remains unpaid for a period of more than thirty (30) days after the same shall become due. Such notice of lien shall also secure all Assessments against the Parcel becoming due thereafter until the lien has been satisfied. The lien for unpaid Assessments shall not be affected by the sale or transfer of a Parcel, except in the case of a foreclosure of a mortgage, in which event the purchaser at foreclosure shall not be liable for any Assessments against such Parcel that became due prior to the date of acquisition of title by such purchaser at foreclosure. Any unpaid Assessment shall likewise constitute a personal obligation of the Owner of the Parcel against which such Assessment has been charged.

- (b) With respect to any breach of the terms of this Agreement by Durham or an Owner of the Durham Property or the HSC Property, as the case may be (such breaching Owner's parcel being referred to as the "Self-Help Parcel"), and in addition to any other remedies that may be available at law or in equity, upon providing thirty (30) days' notice and opportunity to cure or dispute the breach, Durham or the Owner of a property (a "Curing Party"), if not a breaching Owner, shall have the right, but not the obligation, to cure such breach by the payment of money or the performance of some other action for the account of and at the expense of the breaching owner of the Self-Help Parcel. For any such breach that involves the performance of any repair or maintenance activity, the Curing Party shall obtain a written estimate for such work (the "Repair Estimate") and submit such estimate to the Owner of the Self-Help Parcel for its review and approval. If the Owner of the Self-Help Parcel does not respond within ten (10) business days of receipt such Repair Estimate, then such Repair Estimate shall be deemed to be approved and the Curing Party shall commence such repair or maintenance work. In the event the Owner of the Self-Help Parcel disputes or disapproves of such Repair Estimate, such Owner shall have fifteen (15) days to obtain an additional written estimate for such work ("Second Repair Estimate"), which shall then be submitted to the Curing Party for its review and approval. If the Curing Party does not respond within ten (10) business days of receipt such Second Repair Estimate, then such Second Repair Estimate shall be deemed to be approved and the owner of the Self-Help Parcel shall commence such repair or maintenance work. In the event neither the Repair Estimate nor Second Repair Estimate are approved by the Curing Party and the owner of the Self-Help Parcel, then the parties shall submit such dispute to arbitration pursuant to the Georgia Arbitration Code.
- (c) Notwithstanding the terms of Section 7(b), if an event that would become a breach with the passage of time shall constitute an emergency condition, a Curing Party, acting in good faith, shall have the right to cure such event prior to the passage of the prescribed time period provided the Curing Party uses reasonable efforts to notify the Owner of the Self-Help Parcel of its intent to proceed to cure.
- (d) If a Curing Party shall cure such a default, the defaulting owner of a Self-Help Parcel shall reimburse the Curing Party for all costs and expenses reasonably and actually

incurred in connection with such curative action within thirty (30) days after receipt of an invoice from such Curing Party, together with reasonable documentation supporting the expenditures made. For payments not received within thirty (30) days of receipt of an invoice, the Curing Party may assess the defaulting party interest at a rate of eight (8%) per annum until payment is received.

- (e) To effectuate any such cure pursuant to this Section 7, the Curing Party shall have the right to enter upon the Parcel of the defaulting Owner (but not into any building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Furthermore, the Curing Party shall have the right if such invoice is not paid within thirty (30) day period to record a lien on that property of the defaulting owner for the amount of the unpaid costs incurred by the Curing Owner pursuant to this paragraph.

12. Legal Effect. The easements and covenants in this Agreement shall run with the Parcels and shall bind each Party, its successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Parcels, or any portion thereof. The rights of the easements declared hereby: (i) shall be an estate prior to any lien, deed, estate or encumbrance whatsoever; (ii) shall be perpetual and shall run with the land, be binding upon, and inure to the benefit of the parties hereto, their heirs, successors and assigns; and (iii) shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of the Parcels;. It is the Parties' express intent that the easements shall not, at any time, merge by operation of law into any Owner's title or interest in any Parcel, but that the easements shall remain separate and distinct rights and estates in land, unless the Owner(s) of all affected Parcels specifically evidence their intent by mutual agreement in writing to extinguish any such easement. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee of any Parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate, by merger or otherwise, to extinguish, diminish, impair, or otherwise affect any easement granted herein, which easements shall remain separate and distinct and estates in land.

13. Enforcement. This Agreement shall be enforceable by the Owners and their successors and assigns owning the Parcels (or a portion thereof, as the case may be), by any proceeding at law or in equity against any person or persons, owner, or other user of the Parcels or any portion thereof violating or attempting to violate or circumvent this Agreement either to restrain a violation or to recover damages. The failure by any party to enforce this Agreement contained herein for any period of time shall in no event be deemed a waiver of the right of any of the foregoing to enforce the same. This provision does not exclude other remedies available at law or equity, including monetary damages.

14. Captions, Gender and Number. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

15. Waiver. Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of any Owner to complain of any act or failure to act of any other party, irrespective of the duration of such failure, shall not constitute a waiver or modification of rights hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the Owner(s) against whom it is sought.

16. Binding Effect. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against each Party and its successors and

assigns. Durham enters into this Agreement on behalf of itself and as nominee and attorney in fact for its members.

17. Severability. If any covenant, restriction, or provision contained in this Agreement is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants, restrictions, and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant, restriction, and provision contained in this Agreement will be valid and enforceable to the fullest extent permitted by law.

18. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules.

19. Term; Amendment. This Agreement and the covenants set forth herein shall run with and bind all land within the Durham Property and the HSC Property, as applicable, for an initial term of twenty (20) years from the date this Agreement is filed for record in the real property records of Chatham County, Georgia (notwithstanding the foregoing, the easements granted herein shall be perpetual in nature). At the end of the initial term, this Agreement shall be automatically renewed without any action by the Parties hereto or their respective successors or assigns for four (4) successive terms of twenty (20) consecutive years each. This Agreement may not be amended, supplemented or terminated unless done so by a writing signed by all Owners. Any such amendment, supplement or termination will be effective at such time as an instrument reflecting such amendment, supplement or termination, signed by each Owner, or its successors and assigns, and by such mortgagees is filed for record in the real property records of Chatham County, Georgia. The Owners shall not unreasonably withhold or delay consent to any amendment of this Agreement requested by the other Owner(s).

20. Estoppel Certificates. Each Owner will from time to time and, within fifteen (15) days of its receipt of a written request from any other Owner or Occupant, provide a certificate binding upon the executing party stating: (a) to the Owner's actual knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying the default or violation; and (b) whether this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

21. Notice. Any notices given pursuant to this Agreement shall be in writing, and shall be personally delivered or deposited in the United States certified mail, postage prepaid, return receipt requested, at the following addresses. The initial notice address of each Owner shall be as follows:

If to DPHOA:	Durham Park Homeowners Association, Inc. 100 Durham Park Dr. Pooler, GA 31322
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If to the Owner of the HSC Property:	Holly Springs Crossing, LLC 356 Rhoden Island Drive Daniel Island, South Carolina 29492
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If to the Owner of the Durham Property:	Durham Park Townhomes, LLC 2702 Whatley Ave, Suite B-1 Savannah, GA 31404
--	---

Upon the conveyance of any Parcel by and Owner, the notice address for the new owner shall be provided either (a) by providing a notice to the other Owner in compliance with the terms of this Section and by recording a notice referencing this Agreement and stating its address for notice in the official land records for Chatham County, Georgia, or (b) through an amendment to this Agreement.

22. Consents. To the extent that either Owner has any interest in the other's Parcels, such Owner hereby consents to the granting of the easements, licenses, and restrictions contained in this Agreement which encumber the other's Parcels.

[signature(s) appear on following page(s)]

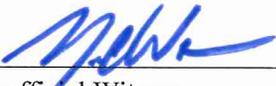
SIGNATURE PAGE TO EASEMENT AND MAINTENANCE AGREEMENT

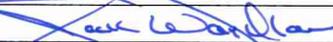
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterparts, each of which constitutes an original instrument.

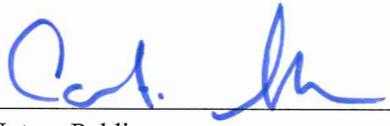
"DURHAM":

Signed, sealed and delivered in the presence of:

**Durham Park Homeowners Association, Inc.,** a  
Georgia non-profit corporation

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

By:   
Name:   
Title: 

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

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO EASEMENT AND MAINTENANCE AGREEMENT

“HSC”:

Signed, sealed and delivered in the presence of:

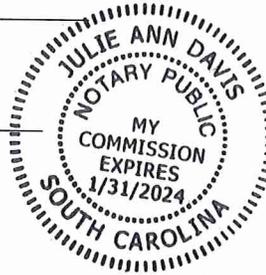
**Holly Springs Crossing, LLC**, a North Carolina  
limited liability company

*Julie Ann Davis*  
Unofficial Witness

By: *Jeffrey L. Byrd*  
Name: Jeffrey L. Byrd  
Title: Manager

*Julie Ann Davis*  
Notary Public

My Commission Expires: 1/31/24



[NOTARIAL SEAL]

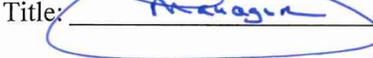
SIGNATURE PAGE TO EASEMENT AND MAINTENANCE AGREEMENT

"DPT":

Signed, sealed and delivered in the presence of:

**Durham Park Townhomes, LLC**, a Georgia limited liability company

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

By:   
Name:   
Title: 

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

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]



## EXHIBIT A

### DESCRIPTION OF DURHAM PROPERTY

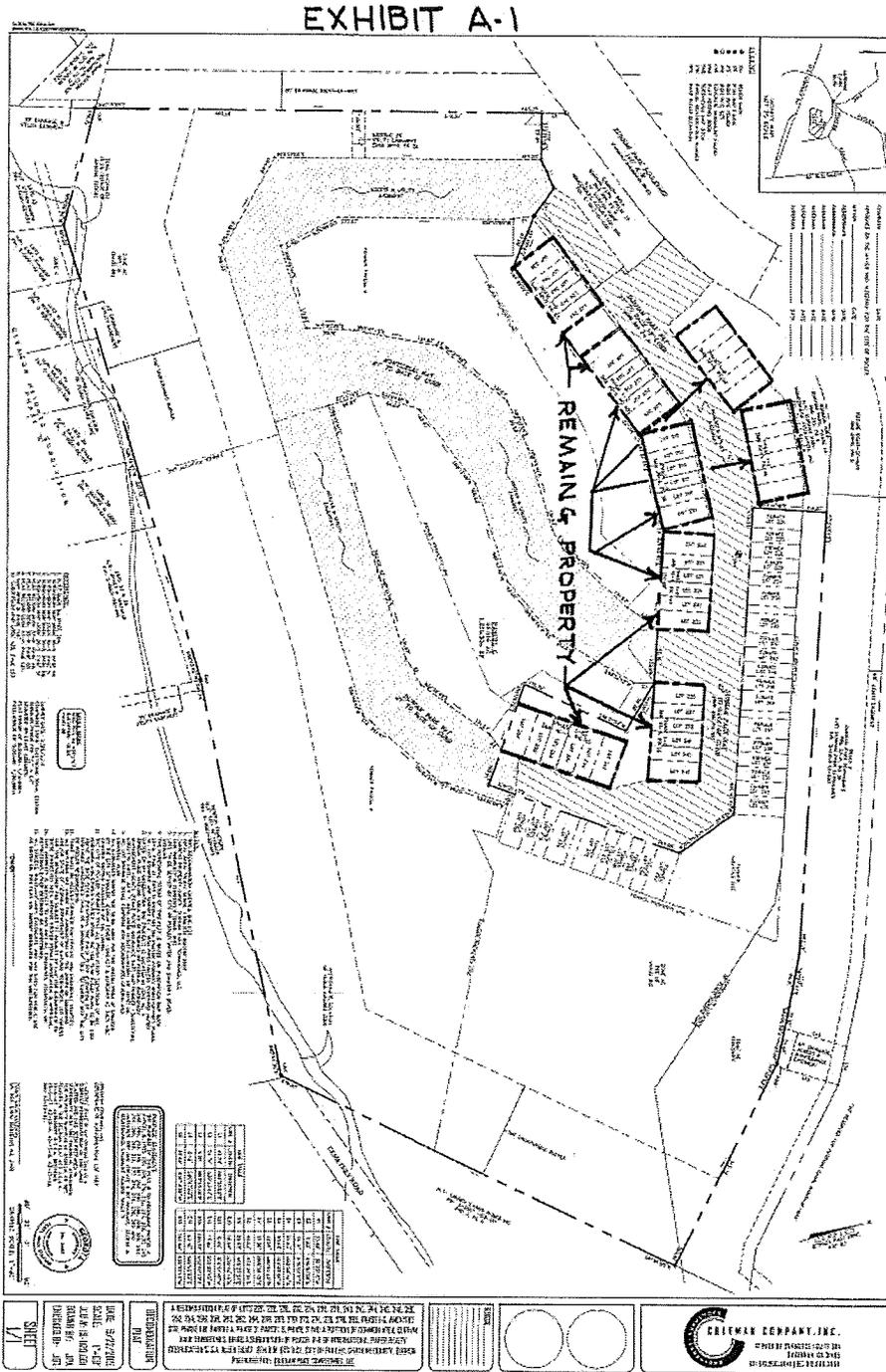
ALL OF PHASE 2 AND ALL OF LOTS F, G, H, I, J, AMENITIES SITE, COMMON AREA (INCLUDING TEMPORARY CUL-DE-SACS), ACCESS & UTILITY EASEMENT AREA, DURHAM PARK WAY AND ALL OTHER PROPERTY WITHIN PHASE 1 AS SHOWN ON PLAT ENTITLED "DURHAM PARK TOWNHOMES, PHASE 1&2 PHASE 1 BEING A REPLAT OF LOTS F, G, H, I, J, AMENITIES SITE, ACCESS & UTILITY EASEMENT (PRIVATE), DURHAM PARK WAY AND COMMON AREA (INCLUSIVE OF TEMPORARY CUL-DE-SACS AND DETENTION POND) AS SHOWN ON PRIOR SUBDIVISION MAP BOOK (39-S, PAGES 5 AND 95 AND MAP BOOK 40-S, PAGE 45)" PREPARED FOR DURHAM PARK TOWNHOMES, LLC BY KERN-COLEMAN & CO. LLC DATED AUGUST 6, 2012 AND RECORDED IN SUBDIVISION MAP BOOK 47-P, PAGES 49A&B, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA,

LESS AND EXCEPTING:

PHASE 1-B; PHASE 1-C; LOTS 339, 341, 343, 345, 347, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, AND 257; AND PARCEL C, AS SHOWN ON THAT CERTAIN RECOMBINATION PLAT PREPARED BY COLEMAN COMPANY, INC. DATED SEPTEMBER 22, 2015 AND RECORDED IN SUBDIVISION MAP BOOK 60, PAGES 345, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF CHATHAM COUNTY, GEORGIA

EXHIBIT A-1

DESCRIPTION OF REMAINING PROPERTY



## EXHIBIT B

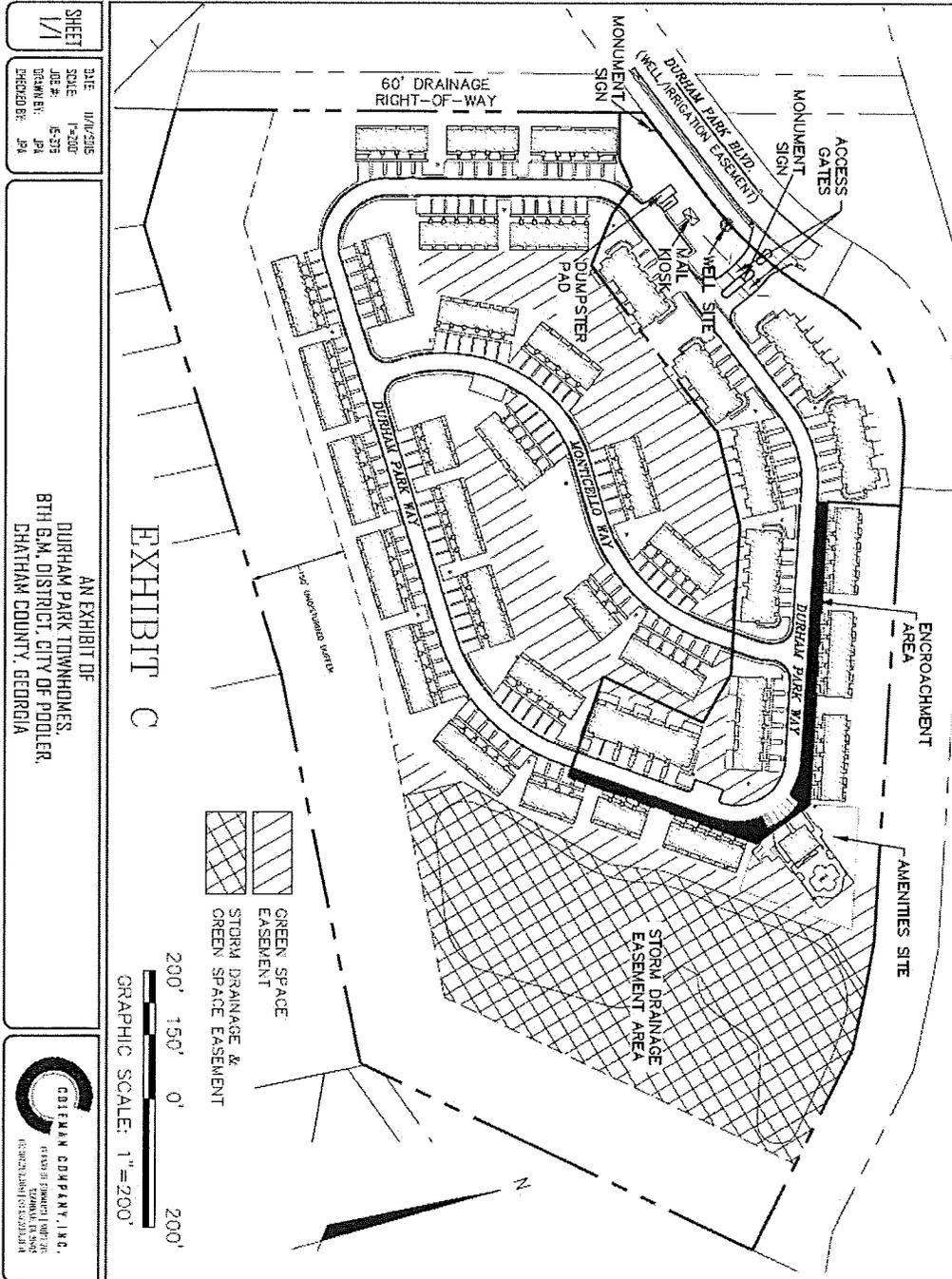
### DESCRIPTION OF HSC PROPERTY

ALL THAT TRACT OF LAND KNOWN AS PARCEL C, BEING A RECOMBINATION OF LOTS 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, PHASE 1-G, AMENITIES SITE, PHASE 1-B, PARCEL A, PHASE 2, PARCEL B, PHASE 3 AND A PORTION OF COMMON AREA, DURHAM PARK TOWNHOMES, BEING A SUBDIVISION OF PARCEL R-8 OF INTERNATIONAL PAPER REALTY CORPORATION'S S.A. ALLEN TRACT, 8TH G.M. DISTRICT, CITY OF POOLER, CHATHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF DURHAM PARK BOULEVARD AND THE EASTERN RIGHT-OF-WAY OF 60' DRAINAGE RIGHT-OF-WAY, THENCE ALONG THE EASTERN RIGHT-OF-WAY OF 60' DRAINAGE RIGHT-OF-WAY S16°13'55"W A DISTANCE OF 37.82' TO A POINT MARKING THE POINT OF BEGINNING; THENCE THRU PORTIONS OF PHASE 1, DURHAM PARK TOWNHOMES THE FOLLOWING COURSES AND DISTANCES; THE FOLLOWING COURSES AND DISTANCES; S73°46'05"E A DISTANCE OF 73.00' TO A POINT, N81°20'02"E A DISTANCE OF 47.25' TO A POINT, S38°23'47"E A DISTANCE OF 51.79' TO A POINT, S51°39'56"E A DISTANCE OF 87.06' TO A POINT, N68°39'55"E A DISTANCE OF 321.54' TO A POINT, N53°43'35"E A DISTANCE OF 5.39' TO A POINT, S87°27'44"E A DISTANCE OF 146.00' TO A POINT, S86°47'03"E A DISTANCE OF 5.12' TO A POINT, S70°45'44"E A DISTANCE OF 232.85' TO A POINT, S44°06'45"E A DISTANCE OF 86.36' TO A POINT, S40°21'57"W A DISTANCE OF 172.22' TO A POINT, S54°39'13"E A DISTANCE OF 165.07' TO A POINT, N35°20'47"E A DISTANCE OF 312.09' TO A POINT, N19°49'55"W A DISTANCE OF 103.48' TO A POINT, N70°45'44"W A DISTANCE OF 473.33' TO A POINT, N19°14'16"E A DISTANCE OF 114.87' TO A POINT; THENCE ALONG THE SOUTHERN PROPERTY LINE OF TRACT 7, DURHAM PARK TOWNHOMES (RECORDED IN PLAT RECORD BOOK 37P, PAGE 38) THE FOLLOWING COURSES AND DISTANCES; S70°45'43"E A DISTANCE OF 682.29' TO A POINT, S63°27'42"E A DISTANCE OF 84.21' TO A POINT, S62°05'53"E A DISTANCE OF 87.47' TO A POINT, S47°24'33"E A DISTANCE OF 350.91' TO A POINT; THENCE ALONG THE WESTERN PROPERTY LINE OF LANDS NOW OR FORMERLY OWNED BY ENERGY SAVING HOMES INC (RECORDED IN PLAT RECORD BOOK X, PAGE 6) S41°16'58"W A DISTANCE OF 679.40' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTHERN PROPERTY LINE OF NEWTON CEMETERY N85°44'36"W A DISTANCE OF 622.19' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTHERN PROPERTY LINES OF LOTS 34 THRU 43, GLEASON HEIGHTS SUBDIVISION, PHASE "N" THE FOLLOWING COURSES AND DISTANCES S88°45'42"W A DISTANCE OF 327.12' TO A POINT, S88°45'42"W A DISTANCE OF 405.53' TO A POINT, N59°00'53"W A DISTANCE OF 186.75' TO A CONCRETE MONUMENT; THENCE ALONG THE EASTERN RIGHT-OF-WAY OF 60' DRAINAGE RIGHT-OF-WAY N16°13'55"E A DISTANCE OF 696.23' TO THE POINT OF BEGINNING; AND CONTAINING 28.819 ACRES OR 1,255,334 SQUARE FEET.

# EXHIBIT C

## SITE PLAN



SHEET	DATE
V1	11/16/2015
SCALE	1"=200'
JOB #	15-373
DRAWN BY	JPA
CHECKED BY	JPA

AN EXHIBIT OF  
 DURHAM PARK TOWNHOMES,  
 8TH G.M. DISTRICT, CITY OF POOLER,  
 CHATHAM COUNTY, GEORGIA

COLEMAN COMPANY, INC.  
 1500 BIRCHWOOD DRIVE, SUITE 100  
 WASHINGTON, DC 20004  
 (202) 462-1000