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Chatham County, Georgia

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Prepared by and after recording return to:  
Triece Ziblut  
Hunter, Maclean, Exley, & Dunn, P.C.  
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Savannah, Georgia 31412

**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR TOWN HOMES OF VILLAGE GREEN  
NEIGHBORHOOD ASSOCIATION, INC.**

**THIS NEIGHBORHOOD DECLARATION** (this "Neighborhood Declaration"), is hereby made this 1<sup>st</sup> day of September, 2005, by **BEAZER HOMES CORP.**, a Tennessee corporation (the "Declarant").

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of those certain tracts, parcels, or lots of real located in Chatham County, Georgia, and known as the Town Homes of Village Green at Savannah Quarters, and being more particularly described on that certain Exhibit "A" attached hereto and by reference made a part hereof (the "Property"); and

**WHEREAS**, the Property is a portion of the overall development known and designated as "Westbrook at Savannah Quarters."

**NOW, THEREFORE**, Declarant hereby declares that the Property, together with any additions made thereto as hereinafter provided in Article I, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the "Declaration of Covenants, Conditions, and Restrictions for Westbrook at Savannah Quarters," dated June 1, 2001, and, recorded in Deed Book 222-R, page 369, Chatham County, Georgia records, including any and all amendments, modifications, supplements, and restatements thereof (hereinafter collectively referred to as the "Master Declaration"), and pursuant to that Assignment of Declarant's Rights - Declaration of Covenants, Conditions, and

Restrictions for Westbrook at Savannah Quarters, dated January 15, 2002, and recorded in Deed Book 231-B, page 647, Chatham County, Georgia records, and subject to the covenants, restrictions, easements, charges and liens set forth in this Neighborhood Declaration.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS NEIGHBORHOOD DECLARATION**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Neighborhood Declaration is located in Chatham County, Georgia, and is more particularly described in Exhibit "A" attached hereto (the "Property"). The Property is located in a neighborhood known as the Town Homes of Village Green.

Section 2. Additions to Existing Property. Additional property may become subject to this Neighborhood Declaration by the Declarant's filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property or by making any conveyance subject to this Neighborhood Declaration.

**ARTICLE II**  
**DEFINITIONS**

Except as specifically modified below, the definitions contained in the Master Declaration are hereby specifically incorporated herein by reference. Some of those terms are included in the following list of words and terms, which, when used in this Neighborhood Declaration, or any supplemental declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to Westbrook at Savannah Quarters Community Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean the board of directors, from time to time, of the Neighborhood Association.

Section 3. "Common Area" or "Neighborhood Common Area" shall mean and refer to all real property and personal property, including easements and licenses, which the Neighborhood Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. No representation from any party or sales agent, including those of the Declarant, or other entity, as to the existence of a Common Area, size, shape or composition of a Common Area, other than those provided herein or provided in writing by the Declarant, shall be relied upon, nor shall it in any way require the Declarant to comply with that representation. The Properties may not contain Common Area, and the fact that there are provisions in this Declaration referencing Common Area shall not be deemed to infer the

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existence or planned existence of Common Area in the Properties nor shall it obligate the Declarant to acquire or set aside Common Area for the Properties.

Section 4. "Dwelling" shall mean any building located on a lot and intended for use as residential housing.

Section 5. "Living Unit" shall mean and refer to any portion of a multi-family structure situate upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties, together with the improvements thereon, with the exception of Neighborhood Common Area, and areas lying within road rights-of-way.

Section 7. "Master Declaration" shall mean the "Declaration of Covenants, Conditions, and Restrictions for Westbrook at Savannah Quarters," dated June 1, 2001, and, recorded in Record Book 222-R, page 369, Chatham County, Georgia records, including any and all amendments, modifications, supplements, and restatements thereof.

Section 8. "Member" shall mean and refer to every person who is a member of the Neighborhood Association.

Section 9. "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any subsequent amendment hereto which shall be used for the purposes of promoting the recreation, welfare, common benefit and enjoyment of the Owners and occupants of the Living Units in the Neighborhood, all as may be specifically authorized from time to time by the Board of Directors.

Section 10. "Neighborhood Association" shall mean Town Homes of Village Green Neighborhood Association, Inc., a Georgia nonprofit corporation, which has been formed to care for the Neighborhood Common Area and/or facilities which are used exclusively by the members of the Neighborhood Association.

Section 11. "Neighborhood Common Area" shall have the meaning described in Section 3, above.

Section 12. "Owner" shall mean and refer to the record owner, whether it be one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 13. "Property" or "Properties" shall mean and refer to that real property described in Article I, Section 1 hereof, and to such additions thereto as may be made subject to this Neighborhood Declaration, and hereinafter brought within the jurisdiction of the Neighborhood Association.

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Section 14. "Single Family" shall mean and refer to one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household.

Section 15. "Structure" shall mean anything erected or constructed, temporarily or permanently located in or upon the ground of any Lot.

### **ARTICLE III** **NEIGHBORHOOD ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation of Assessments. The undersigned, for each Lot and Living Unit owned within the Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for himself, his heirs, representatives, successors and assigns, to pay to the Neighborhood Association:

- (a) annual assessments or charges; and
- (b) special assessments for capital improvements.

All such assessments shall be fixed, established and collected as hereinafter provided. The annual and special assessments, together with late charges, interest, costs and attorney's fees, shall be a charge and continuing lien upon the Lot or Living Unit against which such assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation of an Owner for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

Section 2. Annual Assessments or Charges. The annual assessments or charges levied by the Neighborhood Association shall be used exclusively for promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the purpose of:

(a) Improvement, maintenance and operation of the Neighborhood Common Areas of the Property and exterior maintenance in accordance with the provisions of this Neighborhood Declaration;

(b) Providing exterior maintenance of all dwellings including, but not limited to, painting, repairing, replacing and caring for the following:

(1) roofs (including the roof joists and trusses, crossbeams, roof decking and underlying, and shingles or other covering and surface materials);

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(2) gutters and downspouts;

(3) exterior walls and surfaces, including the brick, siding, or other building material forming the exterior walls of any dwelling and/or garage (but not including the wood, drywall, plaster or other building material on the inside of any dwelling or garage, and not including foundations and footings below any dwelling or garage);

(4) exterior stoops, landings, railings and steps; and

(5) projecting cornices and copings.

(c) Collection and payment of Assessments levied by the Association pursuant to the Master Declaration, and the fulfillment of any other duties and obligations under the Master Declaration.

(d) The discharge of any other obligations of the Neighborhood Association as imposed by this Declaration, or as reasonably necessary for carrying out the purposes and intent hereof.

(e) In the event that the need for maintenance or repair of a Living Unit, or the improvements thereon, is caused by the willful or negligent acts of the family, guests, or invitees of the Owner of the Living Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the Neighborhood Assessment to which such Living Unit is subject.

Section 3. Amount of Annual Assessments. The annual assessment for each Lot or Living Unit in the Properties shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

(a) The maximum annual assessment for the calendar year beginning January 1 of the year after annual assessments commence, and for each calendar year thereafter, shall be established by the Board of Directors, and may be increased by the Board of Directors without approval by the membership by an amount not to exceed ten percent (10%) of the maximum annual assessment of the previous year; provided that this limitation shall not apply to increases resulting from corresponding increases in the assessments charged by the Association;

(b) The maximum annual assessment may be increased without limit by the affirmative vote of a majority (51%) of the votes of each class of the Members who are voting in person or by proxy, at a meeting duly called for this purpose; and

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to

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be prepared, an annual budget showing the services provided by the Neighborhood Association and the costs thereof per Lot or Living Unit.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Neighborhood Association may levy, in any calendar 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 or Living Unit, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority (51%) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots or Living Units, and may be collected on a monthly basis.

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 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the day set for the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots and Living Units, and shall be collected on a monthly basis, or any other basis approved by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall not apply to any vacant Lot or to any Living Unit owned by Declarant for the purpose of resale or for utilization as a sales office or model unit. The annual assessments provided for herein shall commence as to any Lot upon which a dwelling has been constructed, or a Living Unit, on the first day of the month following substantial completion of such Living Unit, or the dwelling erected upon such Lot. "Substantial completion" shall be deemed to mean that stage of construction at which the dwelling or Living Unit shall be reasonably suitable for human occupancy and shall not be prior to the issuance of a certificate of occupancy by the City of Pooler. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year, and shall become due and payable on the day fixed for commencement. At least thirty (30) days in advance of each annual assessment, the Board of Directors shall fix the amount of the annual assessment and give each Owner subject thereto written notice of each assessment. The due date shall be established by the Board of Directors. The Neighborhood Association, upon demand and payment of a service fee of not more than Fifteen and no/100 Dollars (\$15.00) shall furnish a certificate in writing signed by an officer of the Neighborhood Association setting forth whether the assessment on a specified Lot or Living Unit has been paid. A properly executed certificate of the Neighborhood

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Association as to the status of assessments on a Lot or a Living Unit shall be binding upon the Neighborhood Association as of the date of its issuance.

Section 8. Certificate of Association. The Neighborhood Association, upon demand and payment of a service fee of not more than twenty five and no/100 Dollars (\$25.00) shall furnish an owner or potential buyer a certificate in writing signed by an officer of the Neighborhood Association setting forth whether the assessment on a specified Lot or Living Unit has been paid. A properly executed certificate of the Neighborhood Association as to the status of assessments on a Lot or a Living Unit shall be binding upon the Neighborhood Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Neighborhood Association.

~~Any monthly assessment not paid within thirty (30) days after the due date shall constitute a lien in favor of the Neighborhood Association against the property assessed. In the State of Tennessee, the Neighborhood Association shall have the same priority as a first mortgage lien on the property assessed. The Neighborhood Association shall have the right to foreclose on the property assessed as provided hereinafter, shall thereupon become a continuing lien upon the property against which such assessment was made, and shall bind such property. The Neighborhood Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the property in like manner as a deed to secure debt and, in either event, interest, costs and attorney's fees in the amount of fifteen percent (15%) shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the Neighborhood Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot or Living Unit after commencement of the foreclosure action; the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Neighborhood Common Area or abandonment of his Lot or Living Unit.~~

hereinafter, shall thereupon become a continuing lien upon the property against which such assessment was made, and shall bind such property. The Neighborhood Association may bring an action at law against the person personally obligated to pay the same, or foreclose the lien against the property in like manner as a deed to secure debt and, in either event, interest, costs and attorney's fees in the amount of fifteen percent (15%) shall be added to the amount of such assessment. Upon exercise of its right to foreclose, the Neighborhood Association may elect to declare the entire remaining amount of the annual assessment due and payable and collect the same as provided above. In the event of any such foreclosure, the Owner shall be required to pay reasonable rental for the Lot or Living Unit after commencement of the foreclosure action; the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Neighborhood Common Area or abandonment of his Lot or Living Unit.

Section 10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed to secure debt now or hereafter placed upon the property subject to assessment, and the lien of any ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit pursuant to a mortgage foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens described in this Article:

- (a) property dedicated and accepted by local public authority and devoted to public use;
- (b) properties which are or become parts of the Neighborhood Common Area;

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(c) any property exempt from taxation by the laws of the State of Georgia and upon which no ad valorem taxes are levied; and

(d) any Lots owned by Declarant for the purpose of resale, or for use as a sales office or model Living Unit

Notwithstanding any provisions herein to the contrary, no Lots or Living Units devoted to dwelling use shall be exempt from such assessments, charges and liens, except as provided above.

#### **ARTICLE IV** **INSURANCE COVERAGE**

Section 1. Neighborhood Association Coverage. The Neighborhood Association, acting through its Board or its duly authorized agent, shall obtain and maintain in full force and effect at all times, the following insurance coverages:

(a) Blanket property insurance on all portions of the Common Area, as well as all buildings and structures within the Property, including but not limited to the following portions of each Dwelling, regardless of ownership and regardless of maintenance responsibility: fixtures, improvements, alterations and appliances that are part of the building or structure and installed during original construction of the Dwelling or Living Unit, such as those used for heating/cooling, ventilating, cooking, dishwashing or security;

The Association's insurance policy may exclude improvements and betterments within Dwellings or Living Units made by or on behalf of individual Owners, such as paint, wallpaper, paneling, other wall coverings, tile, carpeting and other floor coverings. However, each Owner shall have the right to obtain coverage for such improvements, betterments or personal property at his or her own expense.

(b) Public liability in amounts not less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, and such other or increased coverage as shall be required by the Board of Directors of the Neighborhood Association.

(c) Worker's compensation as required by law.

(d) Directors and Officers Liability Insurance.

(e) Such other types and amounts of insurance as may from time to time be deemed necessary, desirable, or proper, and be authorized by the Neighborhood Association by action of the Board of Directors.



(f) Premiums upon insurance policies purchased by the Neighborhood Association shall be paid by the Neighborhood Association as a common expense.

Section 2. Insurance Requirements.

(a) All policies shall be written with a company licensed to do business in the State of Georgia;

(b) All policies shall be for the benefit of the Neighborhood Association, Living Unit Owners and their mortgagees as their interest may appear.

(c) All policies shall contain a standard mortgagee loss payee clause in favor of each said mortgagee which shall provide that the loss, if any, thereunder shall be payable to the Neighborhood Association and to such mortgagee as its interest may appear, subject, however to the loss payment provisions in favor of the Neighborhood Association.

(d) All policies shall contain a standard provision providing that such policies may not be altered, substantially modified or canceled without at least thirty (30) days prior written notice to all of the insureds, including the Neighborhood Association and the mortgagee;

(e) Exclusive authority to adjust losses under the policies hereafter in force with respect to the submitted property shall be vested in the Board of Directors of the Neighborhood Association and said mortgagees;

(f) The Living Unit Owners and/ or the Neighborhood Association shall make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Neighborhood Association and its officers, directors, employees and agents, the Living Unit Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; and (3) that no policy on the submitted property can be canceled, invalidated or suspended on account of the conduct of any director, officer, agent or employee of the Neighborhood Association without a prior demand in writing delivered to the Board of Directors to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

Section 3. Damage and Destruction. In the event of any loss covered by insurance or bond maintained by the Neighborhood Association, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

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**ARTICLE V**  
**REPAIR, RESTORATION AND REBUILDING**

Section 1. Repair, Restoration and Rebuilding. In the event any Dwelling or Living Unit shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner of the property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction, subject only to the right of the Neighborhood Association (which right is hereby granted to the Neighborhood Association) to authorize and direct such different action as shall be recommended by the Board of Directors and approved by affirmative vote of not less than two-thirds (2/3) of the members, which majority shall include the affirmative vote of all the Owners whose Living Units shall have been damaged or destroyed.

Section 2. Board of Directors to Supervise. All repair, restoration or rebuilding pursuant to the provision of this Article V shall be carried out under such supervision and direction as the Board of Directors of the Neighborhood Association shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner of any Living Unit which has been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Neighborhood Association in connection therewith.

Section 3. Rights of Neighborhood Association. The Neighborhood Association is hereby given and shall have the right reasonably to approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding, to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Dwellings which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Dwellings; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

Section 4. Lien Rights of Neighborhood Association. In any case in which the Owner of the Dwelling concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article V, or shall request the Neighborhood Association to carry out and see to such repair, restoration or rebuilding, the Neighborhood Association may carry out and see to the repair, restoration or rebuilding required by the provisions of this Article V, provided, however, that to the extent the insurance proceeds are insufficient as to any Dwelling, the particular Owner shall be responsible to the Neighborhood Association for such deficiency, and the Neighborhood Association shall have, and is hereby given, a continuing lien on the Lot or Living Unit for which any such repairs or rebuilding are furnished by the Neighborhood Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate of interest permitted by law on money judgments in Georgia from the date of the Neighborhood Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Neighborhood Association in connection therewith, which lien shall encumber such Lot in the hands of such Owner, his heirs, devisees, personal representatives,

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grantees and assigns. In the event such Owner does not forthwith fully repay the Neighborhood Association therefore, as aforesaid, such lien may be foreclosed against the Lot by the Neighborhood Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Neighborhood Association's lien in this Section 4 provided shall be subordinate to the lien of any first mortgage, now or hereafter placed upon the Lot.

Section 5. Insurance Insufficient. In any case in which insurance proceeds shall not be paid or payable on account of any damage to, or destruction of, any Dwelling or Living Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Neighborhood Association is by the provisions of this Article V permitted to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available may be borne and paid for by the Neighborhood Association, but without diminishing or in any way affecting any rights of recovery thereof which the Neighborhood Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission, or against any Owner for his failure to maintain insurance coverage.

Section 6. Obligation of Neighborhood Association. Notwithstanding anything to the contrary herein contained, the obligations of the Neighborhood Association under the provisions of this Article V shall be limited to the repair, restoration and rebuilding of the Common Area, and the Neighborhood Association shall not be responsible for repair, restoration or replacement of any personal property of the Owners or others.

Section 7. Debris. In the event a Dwelling is damaged or destroyed, and the Owner does not begin repair or reconstruction within thirty (30) days following damage or destruction, he shall remove or cause to be removed, at his expense, all debris from the Lot, so that it shall be placed in a neat, clean and safe condition; if he fails to so remove the debris, the Neighborhood Association may cause it to be removed, and the cost of such removal shall constitute a lien upon the Lot until paid by the Owner, unless the Lot is thereafter acquired by the Neighborhood Association.

Section 8. Application of Declaration and Bylaws. Any Dwelling or Living Unit which has been destroyed, in whole or in part, by fire or other casualty, and subsequently restored or reconstructed, shall be subject to the provisions of this Declaration and to the Bylaws of the Neighborhood Association.

## **ARTICLE VI** **PROTECTIVE COVENANTS**

Section 1. General. It is to the interest, benefit and advantage of the Owners and to each and every person who shall hereafter purchase any Living Unit that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

Section 2. Enactment. The protective covenants set forth below are hereby established, promulgated and declared to be the protective covenants for the Living Units. All Living Units in the Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, and these covenants shall become effective immediately and run with the land.

Section 3. Land Use. All Living Units contemplated in the Property shall be, and the same hereby are, restricted exclusively for residential use. No Structure of a temporary character, boat trailer, camper, basement, tent, shack, carport, garage, barn, or other outbuilding shall be allowed on any portion of the Property at any time either temporarily or permanently. Notwithstanding the foregoing, Declarant may use Living Units for a sales office or model Living Unit. Temporary or permanent storage of any materials, goods or equipment shall not be permitted in any outdoor area except for purposes of construction during permitted construction activities.

Section 4. Freehold Estate. Each Living Unit shall be conveyed as a separately designated and legally described fee simple estate subject to the terms, conditions and revisions hereof, of the Bylaws of the Neighborhood Association, and the Master Declaration.

Section 5. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the builder of Living Units to maintain during the period of construction and sale of said Living Units, upon such portion of the Property as the builder reasonably requires, subject to the approval of the Declarant, such construction offices, sales offices and business offices as are convenient or incidental to the construction or sale of said Living Units.

Section 6. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the Property, except that dogs, cats, or other household pets may be kept by the respective Owners in their respective Living Units, provided that they are not kept, bred, or maintained for any commercial purpose and do not endanger the health of or, in the sole discretion of the Board of Directors, unreasonably disturb the Owner of any Living Unit or any resident thereof. No chained animals, kennels, fences, or invisible fences for animals are allowed.

Section 7. Signs and Business Activities. No advertising, signs, billboards, unsightly objects, or nuisance shall be erected, placed, or permitted to remain on the Property which may endanger the health of or unreasonably disturb the Owner of any Living Unit or any resident thereof. No business activities of any kind whatever, including garage sales, moving sales or similar activities, shall be conducted in any building or on any portion of the Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, or billboards of the builder, his agents, or assigns during the construction and sale period, which have been approved by the Declarant.

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Section 8. Garbage Cans, Etc. No garbage cans, service yards, wood piles or storage piles shall be allowed. All trash and garbage shall be regularly removed from the premises and deposited in a dumpster provided by the Neighborhood Association. No dumping of any kind shall be permitted on the Property.

Section 9. Patios and Neighborhood Common Area. No planting or gardening shall be done, no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or approved by the Board of Directors or their designated representatives, and no exterior clothesline shall be permitted upon the Property or any Parcel. In addition to the right of ingress and egress, the Owners of the Living Units shall enjoy the use of all of such property outside their respective residences as shall be determined by the Board of Directors or as expressly provided for herein. It is expressly acknowledged by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Property and is necessary for the protection of said Owners.

Section 10. Exterior Antennas. Without prior written approval and authorization of the Board of Directors, no exterior television, radio or other antennas or satellite dishes of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property or upon any structure situated upon the Property.

Section 11. Leasing of Residences. Entire residences may be rented provided the occupancy is not for less than twelve (12) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Declarant or the Board of Directors. No room may be rented and no transient tenant accommodated. No Lot or Living Unit may be used for any time-sharing, fraction-sharing or similar program whereby rights of use of the Lot or Living Unit rotates between or among more than one person for fixed or floating periods of time.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive, unsafe or unlawful use shall be made of any portion of the Property, and all valid laws, ordinances and regulations of all governmental agencies having jurisdiction shall be observed. Nothing shall be kept and no activity shall be carried on in any building or residence, or on any of the Common Area which will increase the rate of insurance applicable to other residential units. No Owner shall do or keep anything or cause or allow anything to be done or kept in his dwelling or on the Common Area which would result in the cancellation of insurance on any portion of the Properties, or any contents thereof. No waste shall be committed on any portion of the Common Area or facilities situate thereon. Activities prohibited under this section shall include, but not be limited to the following: outside burning of trash, leaves or debris; use or discharge of firecrackers or other fireworks; use of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except alarm devices for security purposes provided they are used and maintained in a manner that does not permit repeated or incessant false alarms and any alarms are shot off within a reasonable period of time; discharge of any firearms (provided the Neighborhood

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Association shall have no obligation to take action to prevent same); storage of hazardous materials; digging of any well for any purpose; boring or excavation of any kind

Section 13. Home Occupations. No home occupation, industry, business, trade or profession of any kind, whether commercial or otherwise, shall be conducted, maintained or permitted on any part of the Properties, except to the extent permitted by applicable zoning ordinances, and except that Declarant and other authorized persons may use any unsold residence for sale or display purposes. The use for habitual parking for commercial vehicles in any parking area or portion of the Common Area is prohibited. The term "commercial vehicle" includes all trucks and vehicular equipment of a commercial nature that are larger than a standard passenger vehicle.

Section 14. Resubdivision. No Lot shall be resubdivided, recombined or reduced in size without the written consent of the Board of Directors.

Section 15. Parking. All vehicles shall be parked in designated parking areas. Each Lot shall be assigned at least one parking space by the Board of Directors and no other Lot Owner shall utilize said assigned space. The habitual parking of commercial vehicles, trucks, boats, buses, trailers, camping trailers, motor homes or other recreational vehicles is prohibited. No disabled vehicle shall be parked on the Lots for more than 24 hours.

Section 16. Plants and Trees. Plants and trees now or hereafter located on the Neighborhood Common Area shall be maintained by the Neighborhood Association, and may not be removed except by permission of the Board of Directors. No additional plants, trees or shrubs may be planted upon the Neighborhood Common Area without written approval of the Board of Directors. After the required clearing for the construction of dwelling units and driveways, no tree having a diameter greater than two (2) inches, five (5) feet above grade may be cut or moved without the prior written approval of the Board of Directors.

Section 17. Mailboxes. All Lots shall utilize centrally located mailboxes. No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a Lot.

Section 18. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch in the Properties without the prior written approval of the Board of Directors. The Owner of any Lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition, and shall maintain the proper depth and grade of such drainage ditch or swale.

Section 19. Ponds and Lagoons. No swimming, use of personal floatation devices or other active uses, or boating shall be allowed in any ponds or lagoons located in the Neighborhood Common Area. Neither Declarant nor the Neighborhood Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of such areas.

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**ARTICLE VII**  
**EASEMENTS**

Section 1. Utility Easement. There is hereby created a blanket easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Declarant, the Neighborhood Association or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under all Lots and the roofs and exterior walls of all residences and buildings, provided all disturbed areas are restored to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as planned and approved by the Declarant prior to the conveyance of the first Living Unit to an Owner or by the Board of Directors thereafter. This easement shall in no way affect any other easements on said Property which may be created by a separately recorded instrument or subdivision or other plat.

Section 2. Maintenance Easement. There is hereby created a blanket easement upon, across, over, through and under the Property and each Lot for ingress, egress, improvement, replacement, and repair as necessary for the exterior maintenance of each Living Unit and the maintenance of the Neighborhood Common Area, including that for exterior paint and building surfaces, roofs, gutters, down spouts, trees shrubs, grass, walks and other exterior improvements. By virtue of this easement it shall be expressly permissible for the Declarant, the Neighborhood Association or the providing service company to install and maintain facilities and equipment on said Property and each Parcel, in and under all lots and the roofs and exterior walls of all residences and buildings, provided all disturbed areas are restored to the condition in which they were found. This easement shall in no way affect any other easements on said Property which may be created by a separately recorded instrument or subdivision or other plat.

Section 3. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Neighborhood Common Area, which shall be appurtenant to and shall pass with the title of every Living Unit, subject to the following provisions:

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

(b) the right of the Neighborhood Association to suspend the voting rights and right to use the recreational facilities by an Owner as provided herein.

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Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Neighborhood Common Area and facilities to the members of his family or his tenants, who reside on the Property.

## **ARTICLE VIII** **ARCHITECTURAL CONTROL**

Section 1. Architectural Control. No landscaping, building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event the Board of Directors fails to approve or disapprove said plans and specifications within forty-five (45) days after submission, such approval will not be required and the submitting party will be deemed to have fully complied with this Article. Nothing herein is intended to apply to the original construction by the builder in accordance with the original plan of development of the properties.

Section 2. Destruction of Dwelling. In the event that any Dwelling is destroyed, the Dwelling will be re-constructed as based on the original plan of development as provided in Article V above, unless the Board of Directors agrees otherwise.

## **ARTICLE IX** **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall or fence built as part of the original construction of any Dwelling or on any Living Unit which shall serve and separate any two (2) adjoining Living Units or Dwellings shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing and Repair Maintenance. Excluding those portions of party walls and fences maintained by the Association pursuant to Section 5.1, the cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the party wall or fence in equal proportions.

Section 3. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Neighborhood Association or any Owner who has used or was benefited by the party wall or fence may restore it, and the other Owner or Owners thereafter who are benefited by the party wall or fence shall contribute to the cost of restoration thereof in

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equal proportions. However, such contribution will not in any way prejudice the right of any such Owners to call for a larger contribution from the other Owner or Owners using or benefiting by such party wall or fence under any rule of law regarding liability for negligent or willful acts or omissions. In the event that the Association repairs or restores a party wall or fence, the Owner or Owners using or benefiting from such wall shall thereafter by jointly and severally responsible for any and all costs of repair or restoration of the wall or fence plus a ten percent (10%) administrative fee. Such costs shall be due and payable ten (10) days after the wall or fence has been constructed and shall constitute a special assessment.

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

Section 5. Standard of Performance. Responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the neighborhood. Neither the Neighborhood Association nor any Owner shall be liable for any damage or injury occurring on, or arising out of the condition of the property which such person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 6. Cost Sharing Agreements. With Westbrook at Savannah Quarters, there may be certain residential, nonresidential or recreational areas, including without limitation, single family residential developments, recreational, retail, commercial, or business areas, which are not subject to this Neighborhood Declaration (hereinafter "adjacent properties"). The owners of such adjacent properties shall not be Members of the Neighborhood Association, shall not be entitled to vote, and shall not be subject to assessment under Article V of this Neighborhood Declaration.

The Neighborhood Association may enter into Cost Sharing Agreements with the owners or operators of portions of the adjacent properties to permit use of any recreational or other facilities located on such adjacent properties by the Owners; and/or to establish rules and regulations regarding the use of areas that benefit jointly the owners or operators of such adjacent properties and the owners within the neighborhood.

The owners or operators of such adjacent properties shall be subject to assessment by the Neighborhood Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Neighborhood Association is obligated to share costs incurred by the owners of such adjacent properties, such payments by the Neighborhood Association shall constitute a common expense of the Neighborhood Association. The owners or operators of the adjacent properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

**ARTICLE X**  
**MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Living Units in the Property. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Neighborhood Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Living Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Living Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Living Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of this Neighborhood Declaration relating to such Living Unit or the Owner which is not cured within 60 days;

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

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

Section 2. No Priority. No provision of this Neighborhood Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Living Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Neighborhood Common Area.

Section 3. Notice to Neighborhood Association. Upon request, each Owner shall be obligated to furnish to the Neighborhood Association the name and address of the holder of any Mortgage encumbering such Owner's Living Unit.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Neighborhood Association does not receive a written response from the Mortgagee within 30 days of the date of the Neighborhood Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

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Section 5. HUD/VA Approval. As long as there is a Class "B" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Living Unit: merger, consolidation, or dissolution of the Neighborhood Association; dedication, conveyance, or mortgaging of the Neighborhood Common Area; or material amendment of this Neighborhood Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Neighborhood Common Area shall not be deemed a conveyance within the meaning of this Section.

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**ARTICLE XI**  
**NEIGHBORHOOD ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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Section 1. Membership. Administration of the Property shall be vested in the Neighborhood Association as provided herein. Every person who is the record owner of a fee or undivided fee interest in any residence which is subject by covenants of record to assessment by the Neighborhood Association shall be a member of the Neighborhood Association. Included as a member of the Neighborhood Association is Declarant so long as it is a record owner as herein provided. The foregoing is not intended to include persons who hold interest merely as security for the performance of an obligation. No Owner, whether one or more persons, shall have more than one membership vote per Living Unit. Membership shall be appurtenant to and may not be separated from ownership of any Living Unit. Ownership of a Living Unit shall be the sole qualification for membership in the Neighborhood Association and each Owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Neighborhood Association, together with his undivided interest in the funds and assets of the Neighborhood Association shall automatically cease.

Section 2. Voting Rights. The Neighborhood Association shall have two (2) classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Owner shall be entitled to one (1) vote for each Living Unit owned. If more than one person owns an interest in any Living Unit, all such persons shall be members, and the vote for each such Living Unit shall be exercised as they may determine among themselves, but in no event shall more than one vote be cast with respect to any Living Unit.

(b) Class B. The Class B member shall be the Declarant, and any successor of Declarant who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by the Declarant. The Class B member shall be a voting member and shall be entitled to cast the number of votes which are contained in the total of all Class A members, plus one vote, until such time when the Class B membership terminates and is

converted to Class A membership. Class B membership shall terminate and be converted to Class A membership upon the happening of the earlier of the following:

- (i) When the Declarant shall no longer own any portion of the Property, or have any rights to develop or acquire title to any portion of the real property described in Section 2 of Article I of this Neighborhood Declaration;
- (ii) On December 31, 2011; or
- (iii) When, at its sole discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Neighborhood Association for special meetings, to advise the membership of the termination of Class B membership and to elect any remaining members of the Board of Directors.

Section 3. Application of Declaration, Bylaws and Association. All present and future Owners, tenants and occupants of each Living Unit shall be subject to and shall comply with the provisions of this Neighborhood Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into a lease, or the entering into occupancy of any Living Unit shall constitute an acceptance by such Owner, tenant or occupant of the provisions of such instruments, as they now exist or as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person who, at any time has any interest or estate in such Living Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or for injunctive relief to be maintained by the Board of Directors on behalf of the Neighborhood Association or, in the proper case, an aggrieved Owner himself.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

Section 1. Enforcement. The Declarant, Neighborhood Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Neighborhood Declaration. Failure by the Neighborhood 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.

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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 of the other provisions set forth herein which shall remain in full force or effect.

Section 3. Term and Extensions. The covenants and restrictions of this Neighborhood Declaration shall run with the land, bind the land and shall inure to the benefit of and be enforceable by the Neighborhood Association, the Declarant, or any Owner, their respective representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Neighborhood Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then-Owners of not less than ninety percent (90%) of the Lots and Living Units has been recorded, terminating said covenants and restrictions; provided, however, that no such termination shall be effective unless made and recorded at least six (6) months in advance of the effective date of such change, and unless written notice of the proposed termination is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 4. Amendment. Except as herein provided, the Neighborhood Association shall have the power to amend this Neighborhood Declaration, by a vote of two-thirds (2/3) of the number of the total members of the Association, and the Declarant. For so long as it is a class B Member, the Declarant may unilaterally amend or restate the Declaration for the purpose of facilitating the general plan of development for the Property, so long as it does not adversely affect the title of a Living Unit without the consent of the Owner and mortgagee of said Living Unit.

Section 5. Modification. By a recorded supplemental declaration, the Declarant or the Board of Directors may amend this Neighborhood Declaration without the consent of the Owners to correct any obvious errors or inconsistencies in drafting, typing or reproduction, provided that said modification does not adversely affect the title to any Living Unit without the consent of the Owner and mortgagee of said Living Unit.

Section 6. Inspection of Books and Records. Any first mortgagee or any Owner shall have the right to examine the books and records of the Association within normal business hours.

Section 7. Use of "The Town Homes of Village Green" Name and Logo. No person shall use the words "The Town Homes of Village Green" or the logo for The Town Homes of Village Green or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "The Town Homes of Village Green" in printed or promotional matter where such terms are used solely to specify that particular property is located within The Town Homes of Village Green and the Neighborhood Association and any other community association located in The Town

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Homes of Village Green shall be entitled to use the words "The Town Homes of Village Green" in their name.

[Signature on following page]

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PLATE

IN WITNESS WHEREOF, the Declarant has caused this Neighborhood Declaration to be duly executed by its authorized officers, this 1st day of September, 2005.

Signed, sealed and delivered  
In the presence of:

BEAZER HOMES CORP., a Tennessee  
corporation

Cynthia W Birchey  
Witness

By: [Signature]  
Its: CHIEF FINANCIAL OFFICER

Donna P Aubuchon  
Notary Public

Attest: attestation not required  
Its: \_\_\_\_\_



DONNA P. AUBUCHON  
NOTARY PUBLIC SOUTH CAROLINA  
MY COMMISSION EXPIRES: FEB. 5, 2007



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EXHIBIT A

Lots 1-30, Village Green Townhomes

All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia shown as **LOTS 1 THROUGH 30, INCLUSIVE, VILLAGE GREEN TOWNHOMES**, on that plat entitled "Village Green Townhomes, a Subdivision Plat of a Portion of the Lands of Southwest Quarter Holdings, LLC, 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia", prepared by James M. Sims, G.R.L.S. No. 2280, dated February 23, 2004, last revised March 8, 2004, and recorded in Subdivision Map Book 31-S, Page 15, Chatham County, Georgia records, said plat being incorporated herein and made a part hereof by this reference. Express reference is hereby made to said map or plat for better determining the metes, bounds and dimensions of the property herein conveyed.

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Chatham County, Georgia

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Prepared by and return to: Trice G. Zibbet  
Hunter, Maclean, Exley & Dunn, P.C.  
Post Office Box 9848  
Savannah, Georgia 31412-0048

Please cross-reference to: Neighborhood Declaration of Covenants,  
Conditions and Restrictions for Town Homes  
of Village Green Neighborhood Association,  
Inc., Chatham County, Georgia dated  
September 1, 2005 and recorded at Deed  
Book 295-O, page 519, Chatham County  
Records

**AMENDMENT TO**  
**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND**  
**RESTRICTIONS FOR TOWN HOMES OF VILLAGE GREEN**  
**NEIGHBORHOOD ASSOCIATION, INC.**

This AMENDMENT TO NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TOWN HOMES OF VILLAGE GREEN NEIGHBORHOOD ASSOCIATION, INC., is made this 12 day of January, 2006 by Beazer Homes Corp., a Tennessee corporation (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the fee simple owner of all that certain tract or parcel of land (the "Property") described in Exhibit A attached hereto and made a part hereof and the improvements situated thereon; and

WHEREAS, Declarant has executed a Neighborhood Declaration of Covenants, Conditions and Restrictions for Town Homes of Village Green Neighborhood Association, Inc., Chatham County, Georgia, dated September 1, 2005 and recorded at Deed Book 295-O, page 519, Chatham County Records ("Declaration"); and

WHEREAS, Declarant desires to amend the Declaration and to reflect such amendment in a written instrument.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Article VI, Protective Covenants, Section 8, Garbage Cans, Etc., shall be deleted in its entirety and, in lieu thereof, the following shall be inserted:

Section 8, Garbage. Owners shall be responsible for the removal of all rubbish, trash and garbage from their Living Unit and shall contact the proper agency or company to arrange for such garbage removal. No garbage or trash shall be placed on the Common Areas outside Living Units, temporarily or otherwise, except in designated trash containers.

2. In all other respects, the terms and conditions of the Declaration shall control and shall be in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed by its authorized officers, this \_\_\_\_\_ day of January, 2006.

Signed, sealed and delivered in the presence of:

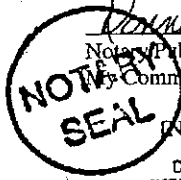
Peresa Jones  
 Unofficial Witness

BEAZER HOMES CORP.  
a Tennessee corporation

By: [Signature] (SEAL)  
 Its: CHARLES DIVISION PRESIDENT

Donna P. Aubuchon  
 Notary Public  
 My Commission Expires: 2-05-07

Attest: Cynthia Brochey (SEAL)  
 Its: Staff Accountant



[NOTARIAL SEAL]

DONNA P. AUBUCHON  
 NOTARY PUBLIC SOUTH CAROLINA  
 MY COMMISSION EXPIRES: FEB. 5, 2007

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EXHIBIT "A"

Lots 1-30, Village Green Townhomes

All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia shown as **LOTS 1 THROUGH 30, INCLUSIVE, VILLAGE GREEN TOWNHOMES**, on that plat entitled "Village Green Townhomes, a Subdivision Plat of a Portion of the Lands of Southwest Quarter Holdings, LLC, 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia", prepared by James M. Sims, G.R.L.S. No. 2280, dated February 23, 2004, last revised March 8, 2004, and recorded in Subdivision Map Book 31-S, Page 15, Chatham County, Georgia records, said plat being incorporated herein and made a part hereof by this reference. Express reference is hereby made to said map or plat for better determining the metes, bounds and dimensions of the property herein conveyed.

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Chatham County, Georgia

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Lazega & Johanson, LLC  
3520 Piedmont Road, N.E., Suite 415  
Atlanta, Georgia 30305 Attn: JSL

[Space Above Reserved for Recording Data]

STATE OF GEORGIA  
COUNTY OF CHATHAM

Cross Reference: Deed Book 295 O  
Page 519

**AMENDMENT TO THE  
NEIGHBORHOOD DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR TOWN HOMES OF VILLAGE GREEN NEIGHBORHOOD ASSOCIATION, INC.**

**WHEREAS**, the Neighborhood Declaration of Covenants, Conditions, and Restrictions for Town Homes of Village Green Neighborhood Association, Inc., was recorded on October 5, 2005, in Deed Book 295 O, Page 519, *et seq.*, Chatham County, Georgia land records, as amended ("Declaration"); and

**WHEREAS**, Article XII, Section 4 of the Declaration provides that the Declaration may be amended by a vote of two-thirds (2/3) of the number of the total members of the Town Homes of Village Green Neighborhood Association, Inc. ("Neighborhood Association"); and

**WHEREAS**, at least two-thirds of the total members of the Neighborhood Association desire to amend the Declaration and have approved this Amendment;

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

1.

**Article I, Section 1 and Article II, Section 13 of the Declaration each is hereby amended by adding the following to the end thereof:**

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

2.

**Article II of the Declaration is hereby amended by adding the following Section 16 thereto:**

**Section 16.** "**Act**" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as such Act may be amended from time to time.

3.

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

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

**CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON HOMES AT TOWN HOMES OF VILLAGE GREEN.**

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Neighborhood Association: (i) annual assessments or charges; (ii) special assessments provided for herein; and (iii) specific special assessments which may be assessed under this Declaration or as permitted under Section 44-3-225(a) of the Act, including, but not limited to, reasonable fines imposed by the Board for violations of the Declaration, By-Laws or Neighborhood Association rules.

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

4.

**Article III, Sections 9 and 10 of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following therefor:**

**Section 9. Delinquent Assessments.** All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessment or other charge, or any part thereof, is not paid in full within 10 days of the due date, then: (1) the Board may accelerate any unpaid installments of the annual assessment or other assessments, if paid in installments; (2) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner; (3) interest at the rate of 10% per annum or such higher rate as may be permitted by the Act shall accrue from the due date; (4) the Board may suspend voting privileges and/or Common Area use privileges of the delinquent Owner, Lot and occupants and common services provided by the Neighborhood Association to the Lot; (5) the Board may bring legal action against the Owner to collect all sums owed under this Declaration; and/or (6) the Board may take any other lawful action authorized under this Declaration, the By-Laws or Georgia law to collect all such amounts. The delinquent Owner shall be assessed and responsible for all reasonable attorneys' fees actually incurred by the Neighborhood Association in collecting any sums owed hereunder.

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

**Section 10. Lien Priority.** The lien provided for herein shall have priority as provided in the Act. The Neighborhood Association shall provide statements of account upon request as provided in the Act.

5.

**Article XII, Sections 3 and 4 of the Declaration are hereby amended by deleting those Sections in their entirety and substituting the following therefor:**

**Section 3. Duration.** The covenants and restrictions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

**Section 4. Amendment.** This Declaration may be amended with the affirmative vote, written consent, or combination thereof, of Owners holding 2/3 of the total eligible Neighborhood Association vote. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Neighborhood Association and recorded in the Chatham County, Georgia land records. Notwithstanding the above, the Board of Directors is authorized to amend the Declaration and/or By-Laws as necessary to comply with or conform to any applicable law.

**IN WITNESS WHEREOF**, the undersigned officers of Town Homes of Village Green Neighborhood Association, Inc., hereby certify that this Amendment to the Declaration was duly approved by a vote of two-thirds (2/3) of the number of the total members of the Neighborhood Association, with any required notices duly given.

This 36 day of April, 2011.

Sworn to and subscribed before me this 36 day of April, 2011.

**TOWN HOMES OF VILLAGE GREEN  
NEIGHBORHOOD ASSOCIATION, INC.**

[Signature]  
Witness

X By: [Signature] (Seal)  
President

[Signature]  
Notary Public

Attest: [Signature] (Seal)  
Secretary  
[Corporate Seal]

[Notary Seal]

