

DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS,
LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS,
AND PRIVILEGES
OF

SINCLAIR POINTE SUBDIVISION

NOW THEREFORE, South Harrington Group, Inc., a Georgia Corporation with principal offices in Glynn county, Georgia, hereby declares that it has imposed and established the following Restrictions, Covenants, Conditions, Limitations, Easements, Rights and Privileges in respect to the lots and to the use of the lots shown on the plat entitled "Final Plat of Sinclair Pointe Subdivision" by Shupe Surveying, Georgia Registered Surveyor Number 2774, said plat being recorded in Plat ^{Book} 31, ^{Page} 330 in the Office of the Clerk of the Superior Court of Glynn County, Georgia. and has made the following Reservations in the lots, areas and streets shown on said plat., less and except any unnumbered lots.

GENERAL APPLICABILITY OF DECLARATION:

The Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges herein set out shall apply to all lots, areas and streets shown on said Plat and shall apply to any future addition to or extension of said subdivision by proper amendment to this Declaration. Such Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges shall apply just as if they were fully set out in each deed from South Harrington Group, Inc. to any person, firm or corporation covering any of said lots, areas or streets and South Harrington Group, Inc. agrees and binds itself to make all deeds of land in said Subdivision and all contracts of sale or contracts for deeds conveying land in said Subdivision, subject to said Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges.

RESERVATIONS:

South Harrington Group, Inc. reserves the right to extend said subdivision and this Declaration to any and all adjacent and contiguous property owned or hereafter acquired by it, and to alter any unsold lots shown on said Plat or any portion of said Plat covering unsold property, including the addition or elimination of streets, lanes, and easements, provided access to any lot sold by South Harrington Group, Inc. shall be preserved. Specifically, South Harrington Group, Inc. reserves its right pursuant to the reservation rights prescribed in this paragraph to lots 12, 13, 49,48,24, and 25.

South Harrington Group, Inc. reserves the right to amend or add to the Restrictions, Conditions and Limitations to be incorporated in deeds or contracts for deeds for any and all lots in said Subdivision; provided always, that any amendment to such Restrictions, Conditions and Limitations shall be in conformity with the general purpose of the Restrictions, Conditions and Limitations herein contained. The recording of an Amendment or Supplementary Declaration shall be notice to all lot owners in said Subdivision or any addition to or extension or enlargement thereof of any amendment or additions to this Declaration or the Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights, and Privileges set out herein, including the addition of other phases of development.

The rights and privileges reserved and set out herein shall inure to the benefit of the successors and assigns of South Harrington Group, Inc., including The Sinclair Pointe Homeowners Association, Inc. as here after provided.

NOW THEREFORE, the South Harrington Group, Inc., a Georgia Corporation, hereinafter referred to as "the Developer", hereby declares that it has imposed and established the following

Restrictions, Covenants, Conditions, Limitations, Easements, Rights and Privileges in respect to the lots and to the use of the lots shown on Said Plat, and has made the following Reservations in the lots, areas and streets shown on Said Plat, to-wit:

I. GENERAL APPLICABILITY OF DECLARATION:

The Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges herein set out shall apply to all lots, areas and streets shown on Said Plat and shall apply to any future addition to or extension of said Subdivision by proper amendment to this Declaration. Such Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges shall apply just as if they were fully set out in each deed from Developer to any person, firm or corporation covering any of said lots, areas or streets, and Developer agrees and binds itself to make all deeds of land in said Subdivision and all contracts of sale or contracts for deeds conveying land in said Subdivision, subject to said Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges.

II. RESERVATIONS:

1. The Developer reserves the right to amend or add to the Restrictions, Conditions and Limitations to be incorporated in deeds or contracts for deeds for any and all lots in said Subdivision; provided always that any amendment to such Restrictions, Conditions and Limitations shall be in conformity with the general purpose of the Restrictions, Conditions and Limitations herein contained. The recording of an Amendment or Supplementary Declaration shall be notice to all lot owners in said Subdivision or any addition to or extension or enlargement thereof of any amendment or addition to this Declaration or to the Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges set out herein, including the addition of other phases

of development.

2. The rights and privileges reserved and set out herein shall inure to the benefit of the successors and assigns of the Developer.

III. EASEMENTS:

The Developer reserves the perpetual easement in, on, over and under the streets shown on the "Final Plat of Sinclair Pointe Subdivision", and in, on, over and under a strip of land five feet in width along the side and rear property lines of each lot, with the full right of entry for the purpose of establishing, constructing and maintaining any utility, with the right to lay and install or to erect and maintain poles, conduits and wires for telephone, electric power, drainage, storm drainage and other utilities therein. The Developer reserves the perpetual easement in, on, over and under all easements identified on said plat as easements including without limitation those identified as drainage easements, maintenance easements, drainage and maintenance easements, and access easements. This reservation shall not be construed as an obligation to provide and maintain any such activity or service and the same may be exercised by any licensee or assignee of the Developer. Developer reserves unto itself, its successors and assigns, a fifteen-foot easement, adjacent to the shore line of any Lake or Lagoon, so that Developer may, in its discretion and at its convenience, maintain said Lake or Lagoon.

IV. USE OF LAND:

1. SINGLE FAMILY RESIDENCE:

(a) All lots in said Subdivision shall be used solely and only for residential purposes, and only one single family residence building for a private residence, not to exceed thirty-five feet in height, with a private garage for not more than three automobiles, shall be erected upon any lot, but

more than one lot may be used as a site for a single residence.

(b) In the exercise of an absolute discretion, The Developer, its successors and assigns, shall have the right to grant, in writing, unto professional persons selected by it the right to occupy certain designated areas in their residences, built or to be built, as an office, provided such office does not occupy more than fifteen percent of the first floor area of the residence and provided such use does not involve commercial traffic and further provided such right shall not be transferable, by such professional person, to a purchaser, without the written consent of the Developer.

(c) No lot or lots may be used for any commercial activity, including the commercial operation of a tennis court or courts or a swimming pool or swimming pools.

2. DRIVEWAYS

All residences, buildings and houses shall have concrete driveways with a paver apron that is the width of the driveway and shall be ten feet in depth running from the street curb. Paver options will be provided by the developer and must be installed at the construction of the driveway.

3. MINIMUM GROUND AREA FOR RESIDENCE:

No residence containing an area of less than 2,100 heated and cooled square feet shall be erected on any interior or lake front lot. Two-story residences must have not less than 1,300 heated and cooled square feet on the ground floor. The ground area of attached garages and porches will not be considered as square footage for the purpose of this restriction.

4. SET BACKS OF RESIDENCE BUILDING FROM PROPERTY LINES:

No dwelling shall be constructed on any lot closer than twenty (20) feet from the front property lines of such lot, nor closer than twelve (12) feet from the rear of all houses to the rear property lines nor closer than eight (8) feet from the side property lines, except (a) in cases where

two or more adjoining lots are owned and residence shall be built thereon by the same owner, such adjoining lots shall be deemed as one lot with reference to this division line restrictions. Under no conditions shall any structure including without limitation docks, patios, or similar structures be constructed closer than eight (8) feet from the bank of any lake. Developer reserves the right to waive or alter setbacks when necessary.

5. DUAL FACING OF RESIDENCES:

All residence buildings on lots abutting a lake or Lagoon and corner lots shall be so designed and oriented on the lot as to present an attractive appearance from the Marsh or Lake or Lagoon side and from the street side or both street sides if a corner lot.

6. SUBDIVIDING OF PROPERTY:

No lot shall be sold or subdivided except as a whole for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots on either side.

7. APPROVAL OF ARCHITECTURAL AND LANDSCAPE PLANS AND LANDSCAPE DEPOSIT AND CONSTRUCTION AND DESIGN GUIDELINES:

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate square footage and the grading of the lot to be built upon shall have been submitted to and approved in writing by the Developer, its successors and assigns. A copy of the plans and building specifications thereof, as finally approved, lodged with the Developer. The Developer shall have the right to refuse to approve any such building plans, specifications and/or

grading plans, which, in its absolute discretion, are not suitable or desirable for any reason, including purely aesthetic reasons. In so passing upon such plans the matters addressed in Exhibit "A" "Construction and Design guidelines" will be given particular but not exclusive consideration. Further, in so passing upon such plans, specifications or grading plans, the Developer shall have the right to take into consideration the suitability of the proposed building and the materials of which it is to be built, to the lot upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building, as planned, on the outlook from the adjacent or neighboring property. All fences, walls, attached garages and other structures shall be constructed in general conformity with the general architecture of the dwelling house and of materials which shall conform to the materials used in such dwelling house.

Such building plans and specifications shall be prepared using a scale of one inch equaling ten feet and shall be prepared by a registered architect. The plans shall consist of not less than the following: foundation plan, section details, floor plan of all floors, elevation drawings of all exterior walls; roof plan, and plot plan showing location and orientation of building on the lot with all setbacks indicated. Such plans and specifications also shall show the location of all trees having a diameter of 8 inches or more, measured at 4 feet from the base, and shall indicate the driveway, service court on the lot, parking and all additional such facilities.

The Developer reserves the right to establish and enforce general development criteria for the approval of construction of buildings on the real property which is the subject of these restrictions, which may include general or specific requirements concerning the nature, kind, shape, height, materials, color schemes as well as other architectural and structural requirements.

A preliminary landscape development plan shall be submitted and approved by the Developer

concurrently with the building plans. A final landscape plan shall be submitted and approved before planting. Landscape screening shall be provided for any detached structures such as pump houses. Purchasers of lots in said Subdivision agree that the Developer, shall be vested with the right to enforce compliance with the requirement to complete landscape planting, all as is set out in the By-Laws of the Developer. All landscaping must be complete and in conformity with the approved plan within 60 days of time of receiving certificate of occupancy or within 16 months of plan approval which ever first occurs. Lawns may not be seeded or plugged, only sodded. Landscape plan must be submitted to developer for final approval. A landscape deposit in the amount of \$2,500 will be collected either at time of underbrushing or altering lot in any way or at time of submitting building plans which ever first occurs. This sum shall be paid to the Developer and deposited in a separate account maintained for this purpose. Any interest earned on this account shall be paid to Developer to offset its cost. The principal amount deposited shall be refundable to the lot owner upon satisfactory completion of the onsite landscaping in conformity with the plan.

8. CUTTING OF LARGE TREES:

No living tree having a diameter greater than eight inches, measured at four (4) feet from the base, may be cut on any of the lots in said Subdivision, without the written consent of Developer, except such trees as shall be growing within ten feet of the residence to be erected thereon.

9. OFF-STREET PARKING:

The owner of each lot or lots, comprising a building site, shall provide an off-the-street parking area on his lot for no less than three vehicles.

10. LOT SURVEY MONUMENT:

If permanent corner reference monuments have not been erected or are not in place, the

owner shall have such permanent corner reference markers erected by a competent registered surveyor at his expense, before construction is commenced on any lot.

11. HIDDEN SERVICE COURT:

A service court, hidden from view, any adjoining street and adjoining lot owners, must be included in the architectural or landscape plans and constructed so as to provide space for garbage and trash cans, wood piles, and other similar usage.

12. SPECIFIC PROHIBITIONS:

- (a) The erection and occupancy of a garage or garage apartment on any lot, prior to construction of the main residence, is prohibited.
- (b) No exposed foundation piers and no three sided or lean-to buildings will be permitted.
- (c) No house shall be built up on a foundation greater than six blocks.
- (d) Garages located underneath the foundation of a house are prohibited.
- (e) No metal clad siding, asphalt, asbestos or exposed concrete block siding will be permitted.
- (f) No unusually steep roof or other unusual roof lines will be permitted.
- (g) No roof, except porch or garage roofs, shall be constructed with a center pitch of less than three feet high to twelve feet horizontal without prior approval of the Developer.
- (h) Roof material other than Metal, Tile, or 50 year architectural shingle is prohibited.
- (i) No fence or walls may be constructed without prior approval of the Developer, its successors or assigns. No boundary line fence or wall shall be permitted with a height of more than five feet without prior approval of the Developer.
- (j) No doorless garages are permitted.
- (k) Chain link fences are prohibited.

(l) Fishing privileges in any lake or lagoon in said Subdivision shall be restricted to and enjoyed only by (1) the owners of lakefront lots in said Subdivision and the members of their family, including children and grandchildren, and (2) the guests of the owner of a lakefront lot in said Subdivision with permission of such owner..

(m) No motorized boat or water craft shall be operated on any lake or lagoon in the subdivision.

(n) No above ground water pumps shall be installed, only submerged pumps. No lake or lagoon water shall be used for irrigation purposes. All irrigation plumbing shall be underground.

(o) No motorized vehicle shall be operated on any street or road way in the subdivision by anyone who does not have a valid state licence authorizing him or her to operate a motor vehicle on the roads of the State of Georgia. No All Terrain Vehicles or gasoline powered golf carts shall be operated by anyone on any street or roadway in the subdivision.

(p) Only standard mailboxes shall be permitted.

13. TRAFFIC HAZARDS:

No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such will obstruct the vision of a motorist on any adjacent street or lane and thus create a traffic hazard.

14. LENGTH OF CONSTRUCTION:

The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot, prior to the commencement of construction and at the time construction plans are submitted to the Developer for approval, shall agree upon a construction timetable covering the time within which said construction is to take place and be completed. Should there be a material or a significant deviation from the timetable so established, so that construction is prolonged unduly

resulting in material located upon the property being stored or scattered in an unsightly manner or the construction work is halted for a period of in excess of sixty (60) days, so as to prevent an unsightly and an unattractive appearance, the Developer shall have the right to enter upon said lot for the purpose of assembling the construction material in such a manner as to provide an orderly and well maintained appearance that will not be offensive to other lot owners in said Subdivision and the Developer shall have a lien upon the lot so entered upon covering its costs and charges for performing such work.

The owner of any lot in said Subdivision and his or her builder or contractor who may erect improvements on said lot shall do so within a period of sixteen months from the date the foundation is begun to the date of final completion of said improvements. A fine or lien no more than \$100 shall be assessed for any additional construction day at the end of the 16 months period.

V. NUISANCES:

1. There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in said Subdivision, any nuisance of any kind or character.
2. No trash, rubbish, garbage, debris or material shall be deposited on any lot, except building materials during the course of construction on the site.
3. No illegal, noxious or offensive activity shall be carried on upon any lot in said Subdivision, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
4. No parking of any vehicle, other than passenger automobiles, non commercial trucks and non commercial sports utility vehicles shall be permitted on streets or lots except during construction and thereafter except for delivery or pickup. No vehicle with commercial signs affixed to the vehicle

shall be permitted unless garaged. No Recreational Vehicles, boats, or personal watercraft shall be permitted on streets or lots.

5. No livestock or live fowl or other animals, except domesticated dogs and cats, shall be kept upon any lot without the written consent of the Developer. No dogs or cats will be permitted off the owner's property unless on a leash.

6. No advertising sign or advertising matter, including "For Sale" or "For Rent" signs, shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement on any lot including from the interior of a structure such as through a window without the written consent of the Developer. The Developer may enter upon any lot upon which such sign is erected or displayed and summarily remove and destroy any such unauthorized sign or matter.

7. The Developer reserves the right to care for vacant and unimproved and unkept lots, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and to do any other things and perform any labor necessary or desirable, in the judgment of the Developer, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot or lots. This reservation shall not constitute an obligation on the part of the Developer to perform any of the acts mentioned above.

8. The door to door solicitation by any person, either individually or as an agent, employee, officer or representative of any commercial enterprise, selling or seeking the sale of any items, articles or products, whether natural or manufactured, including the sale of items, articles or products, whether to be delivered at the time of the sale or by postal or commercial delivery thereafter, shall be treated as a nuisance and shall be prohibited. The door to door solicitation for financial or other enterprises and the effort to enroll persons residing in said Subdivision in any type

or kind of a scheme or device the end result of which contemplates the payment of money or the giving or awarding of a prize also shall be treated as a nuisance and shall be prohibited.

VI. OIL AND MINING OPERATION:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or under any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, permitted or maintained upon any lot.

VII. COVENANTS RUNNING WITH THE LAND:

This Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges shall be construed as covenants running with the land and shall apply to and bind all persons, and shall be enforceable by the Developer, its successors and assigns, or by any person who at any time shall own land in said Subdivision, but the failure to enforce one or more shall not be deemed as a waiver of the right to do so thereafter as to the same or any subsequent breach thereof.

VIII. TERM:

These covenants shall run with the land and shall be binding upon the Developer, and all parties and persons claiming under them, for a period of twenty-five years from the date this Declaration shall be filed for record in the office of the Clerk of the Superior Court of Glynn County, Georgia; after which time, such covenants shall be extended automatically for successive periods of ten (10) years unless an instrument changing these covenants in whole or in part shall be signed by said Developer, its Successors and assigns, said instrument shall be filed for record in said Clerk's office within ninety (90) days from the expiration of the preceding period.

IX. MEMBERSHIP IN THE SINCLAIR POINTE HOMEOWNERS ASSOCIATION:

Every person or entity who is a record owner of a fee or an undivided fee interest in any lot in said Subdivision shall be required to become a member of said **SINCLAIR POINTE HOMEOWNERS ASSOCIATION, INC.**, a non-profit Georgia corporation organized and operated for the benefit of the owners of real property in said Subdivision. The membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association, which are of record in the office of the Secretary of State of the State of Georgia and to which reference is made for all purposes. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

X. TRANSFER OF MEMBERSHIP:

The membership in the Association held by any owner or lessee of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser of, or the holder of an encumbrance on such lot. Any attempt to make a prohibited transfer shall be void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot or lease, the Association shall have the right to record the transfer upon its books and shall issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

XI. VOTING RIGHTS:

The Association shall have one class of voting membership, hereinafter referred to as Member. Members shall be all those owners as defined in the By-Laws of Sinclair Pointe Homeowners Association, Inc. Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be Members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

XII. PROPERTY RIGHTS IN THE COMMON AREAS:

1. MEMBERS' EASEMENTS OF ENJOYMENT

Every Member shall have a right and easement of enjoyment in and to the parks, playgrounds, commons, streets, footways and any other properties or facilities owned and maintained by the Association, and now or hereinafter acquired, leased or controlled by the Association for the common use and enjoyment of the Members, which are hereinafter referred to as the "Common Properties," and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Properties.

(b) The right of the Association, in accordance with its Articles and By Laws, adopted and of force from time to time, to borrow money for the purpose of improving the Common Properties and in aid thereof, to mortgage or convey by security instrument the property so approved.

(c) The right of the Association to suspend the voting rights and right to use the recreational facilities of the Common Properties by a Member for any period during which any assessment

against his lot remains unpaid and delinquent; and for a period not to exceed thirty days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the recreational facilities, except failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties 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 (1) an instrument signed by the Members entitled to cast three quarters of the votes has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty nor more than sixty days in advance, and (2) such public agency, authority or utility shall expressly accept said dedication or transfer.

2. DELEGATION OF USE

Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties to the members of his family, his tenants or contract purchasers who reside on the property.

3. WAIVER OF USE

No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties thereon or by abandonment of his lot.

4. TITLE TO THE COMMON AREAS

Developer reserves the right and privilege of conveying to the Association any or all Lakes

or Lagoons in said Subdivision at any time and without notice should it become the owner thereof. The Association thereafter shall be obligated to maintain said Lakes or Lagoons.

XIII. COVENANT FOR MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of any lot in said Subdivision or in any lot in any future addition to or extension or enlargement of said Subdivision which become subject to the jurisdiction of the Association, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association: (a) regular assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such 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 fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of maintaining the rights of ways and streets in said Subdivision and of promoting the recreation, health, safety and the welfare of the Members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose, and related to the use and enjoyment of the *Common Properties*.

3. REGULAR ASSESSMENTS

The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and By-Laws of the Association after giving due consideration to the maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, will be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of fifty-one percent of the members.

5. UNIFORM RATE OF ASSESSMENT

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or other convenient basis.

6. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION

If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest and penalty thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property and shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

7. CERTIFICATE OF PAYMENT

The Association shall, upon demand, furnish to any owner liable for an assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

XIV. NON-PAYMENT OF ASSESSMENTS

1. DELINQUENCY

Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen days after its due date, the Association, at its election, may require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$100.00 per each delinquent assessment. If any such assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the then legal rate, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in the next succeeding Section 2 hereof, to foreclose the lien (provided for in Section 7 of Article XIII hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee to be fixed by the Court together with costs of the action. The Association, and its successors and assigns, shall have the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessment.

2. NOTICE OF LIEN

No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty days after the date a notice of claim of lien is deposited in the United States mail, certified or registered, postage prepaid, addressed to the owner of said lot, at his mailing address shown upon the books and records of the Association, and a copy thereof is recorded by the Association in the office of the Clerk of Glynn Superior Court; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which at the Association's option may include interest on the unpaid assessment at the legal rate, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and the last known address of the claimant.

3. CURING OF DEFAULT

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice.

4. CUMULATIVE REMEDIES

The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

XV. DUTIES AND POWERS OF THE SINCLAIR POINTE HOMEOWNERS ASSOCIATION, INC.

1. DUTIES AND POWERS

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Properties and the improvements and landscaping thereon conveyed to it by Developer, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Properties owned by the Association.

(c) Have the authority to obtain, for the benefit of all of the Common Properties, all water, gas and electric services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Properties to serve such Common Areas and the lots in said Subdivision.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

XVI. UTILITIES

1. The rights and duties of the owners of lots within said Subdivision, or any addition to or extension or enlargement thereof, with respect to sanitary sewer and water, electricity, gas, telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within said Subdivision, or any addition to or extension or enlargement thereof, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by others than the owner of the lot served by said connections, the owner of any lot served by said connections, lines or facilities shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within said Subdivision, or any addition to or extension or enlargement thereof, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

2. Easements for the installation and maintenance of electric, telephone or cable television, water, gas and sanitary sewer lines and drainage facilities as shown on Said Plat are hereby reserved by Developer, its successors and assigns, together with the right to grant and transfer the same.

XVII. GENERAL PROVISIONS

1. ENFORCEMENT

The Association, or any owner or the successor in interest of any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

2. SEVERABILITY

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

3. CONSTRUCTION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and facilities (the Common Properties). The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

4. AMENDMENTS

This Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges may be amended only by the Developer until such time as

Developer conveys and transfers its rights under the provisions hereof to the Association or until the Developer has sold the last of the lots subject to these covenants including those added by future amendment which ever event shall first occur; provided, however, that no amendment be made without the consent of the lien holder under any encumbrance constituting a first lien on a lot shall affect the security of said lienholder. When control is transferred to the Association this Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges may be amended only by the affirmative assent or vote of not less than two thirds of the owners of lots in said Subdivision, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than two thirds percent of the owners; provided, however, that no amendment be made without the consent of the lien holder under any encumbrance constituting a first lien on a lot shall affect the security of said lienholder.

No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage, deed to secure debt or other encumbrance made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or public sale, or otherwise.

5. CONTROL OF SINCLAIR POINTE HOMEOWNERS ASSOCIATION, INC.

Notwithstanding any provision contained in this Declaration or the By-Laws of the Association to the contrary, Developer reserves the right to appoint and remove any member of the Board of Directors and officers of the Association. This right shall expire upon the first of the following events to occur:

- (a) the date the last of the lots subject to this declaration shall have been conveyed by

Developer including any of those lots added by expansion of Sinclair Pointe Subdivision as may occur in the future other than a sale of all lots in the subdivision to another Developer who shall then by appropriate assignment become the Developer; or

(b) the surrender by the Developer of the authority to appoint and remove members of the Board of Directors and Officers of the Association by an express amendment to this Declaration executed and recorded by the Developer.

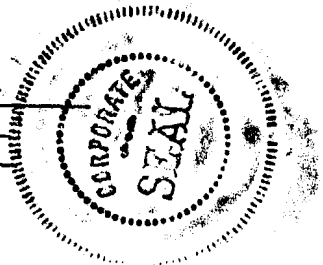
6. SINGULAR INCLUDES PLURAL

Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

IN WITNESS WHEREOF, the undersigned, South Harrington Group, Inc., has caused this instrument to be executed on this the 7th day of May 2008 ^{RLK}

South Harrington Group, Inc.

[Signature]
By: Chad Fidwell
Its: [Signature]



Signed, sealed and delivered in the presence of:

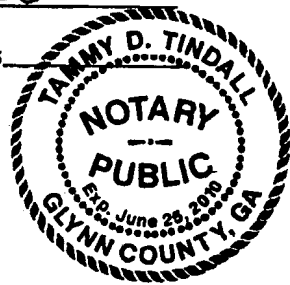
[Signature]

Witness

[Signature]

Notary Public

Commission Expires



**BY-LAWS OF
SINCLAIR POINTE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
Name and Location**

The Name of the Association is **SINCLAIR POINTE HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"). The principal office of the Association (until otherwise designated by the Board, as hereinafter defined) shall be located at 3617 Walton Way Extension, Augusta, Georgia 30909 but meetings of Directors may be held at such other places within the State of Georgia, as may be designated by the Board of Directors.

**ARTICLE 1
Offices**

Section 1. Registered Office. The registered office of the Association shall be located at 3617 Walton Way Extension, Augusta, Richmond County, Georgia 30909, 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 without the State of Georgia as the Board of Directors may from time to time determine or the business of the Association may make appropriate.

**ARTICLE 2
Membership**

Section 1. Members. Every Owner shall be a Member of the Association pursuant to Section IX of the Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights, and Privileges of Sinclair Pointe Subdivision (the "Declaration").

Section 2. Establishment of Membership. Membership shall be established by the acquisition of title to a Lot of the Property subject to the Declaration whether by conveyance, devise, judicial decree or otherwise. The membership of any party shall be automatically terminated upon his being divested of all title to such Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Lots, so long as such party shall retain title to a Lot.

Section 3. Membership Interest. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Articles of

Incorporation of the Association.

Section 4. Membership Rights. Exercise of membership rights in the Association is contingent upon the payment of annual and special assessments levied by the Association, the obligation of which is imposed upon each Owner of, and becomes a lien upon, the Property against which such assessments are made as provided by the Declaration.

Section 5. Suspension of Membership Rights. The membership rights of any member of the Association may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his or her rights and privileges shall be automatically restored. If the Directors shall have adopted and published rules and regulations governing the use of the common elements and facilities and personal conduct of any person thereon, the Directors may, in their reasonable discretion and after notice and a hearing regarding the egregious conduct, suspend the rights of such person for violation of such rules and regulations for a period not to exceed thirty (30) days for any single infraction.

ARTICLE 3 **Meetings of Members**

Section 1. Location of Meetings. All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. Annual Meetings. Annual meetings of members shall be held on the 2nd Monday of August in each year, or if such day is a legal holiday, then on the next following Monday. At each such meeting, the members shall, by unanimous vote, transact such business as may be properly brought before the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes by the Board of Directors, by the holders of twenty-five (25%) of the membership interest entitled to vote, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

Section 4. Notice of Meetings. Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting.

Section 5. 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 (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Section 6. Quorum. Five (5%) 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, the members 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 adjourned meeting.

Section 7. Majority. If a quorum is present, the affirmative vote of a majority of the members entitled to vote and represented at the meeting shall be the act of the members, except that unanimous vote of all members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to which matters no notice had been given in the notice of such special meeting.

Section 8. Voting.

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these ByLaws 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) To the extent not in conflict with the Declaration, from and after the date Queensborough National Bank and Trust Company, as assignee of The South Harrington Group, Inc. (the "Developer") ceases to own any lots within Sinclair Pointe Subdivision, the following provisions shall apply. Members shall be entitled to one vote for each lot in which they hold the interest required for membership as established in Article 2.2 on each matter submitted to a vote at a meeting of members. A member may vote either in person or by proxy or written ballot executed in writing by the member or by his duly authorized attorney-in-fact. Any proxy must be in writing, signed by the Owner (or owners as provided below) and submitted to the President or Secretary 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 and Articles of Incorporation. Unless the holder of a valid proxy, a mere lessee of all or any portion of a Lot shall have no right to vote and shall in no respect be deemed a member of the Association. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy, the number of lots owned by him for as many persons as there are

directors to be elected and for whose election he has the right to vote but members may not cumulate their votes.

Section 9. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every Member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots and consent forms by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot or consent from by whatever means is specified by the Board.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received and equals or exceeds the requisite majority of the voting power required to pass such action at a meeting held on the date that the last consent is executed. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE 4 **Directors**

Section 1. Number; Election. The initial number of directors can be as few as one (1) and shall be determined by the Developer. The first board of directors shall hold office for so long as the Developer controls the Association. Thereafter, the number of directors shall be no fewer than three (3) nor more than five (5) individuals. If an owner is a corporation, limited

liability company, partnership, or institution, one of its principal officers may serve as a director. The directors, other than the first Board of Directors, shall be elected at the annual meeting of members, and each director elected shall serve until the next succeeding annual meeting and until its successor shall have been elected and qualified.

Section 2. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of his predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the Board of Directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the members and the election and qualification of his successor.

Section 3. 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 ByLaws directed or required to be exercised or done by the members, including, but not limited to, the following:

(a) To call special meetings of the members whenever it deems necessary, and it shall call a meeting at any time upon written request of twenty-five percent (25%) of the membership interest entitled to vote.

(b) To appoint and remove at pleasure all officers, committees, agents and employees of the Association, prescribe their duties, fix their compensation (if any), and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

(c) To establish, levy, assess and collect the assessments or charges referred to in the Declaration.

(d) To adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the members and their employees and guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association in the Declaration, Articles of Incorporation or these By Laws, except those reserved to the meeting or to members in the Declaration, if any.

(f) To contract for the management of the Sinclair Pointe Subdivision and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration to have approval by the Board of Directors or membership of the Association.

(g) To enforce the provisions of the Declaration, the Articles of Incorporation, these Bylaws of the Association and any rules and regulations governing the use of the Association Property as the same may be hereafter established.

(h) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.

(i) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.

Section 4. Compensation of Directors. The members of the Board of Directors shall receive no compensation, except as provided in Section 5 of this Article 4.

Section 5. 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, the Developer and each officer or director acting in accordance with these ByLaws 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 Developer or such 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.

ARTICLE 5
Meetings of the Board of Directors

Section 1. Location of Meetings. Meetings of the Board of Directors, regular or special, may be held either within or without the State of Georgia.

Section 2. First Meeting of New Board. The first meeting of each newly elected Board of Directors shall be held immediately following 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 legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new Board of Directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

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 as shall 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 any director on fourteen (14) days notice to each director in accordance with Article 6.

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 of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the directors shall constitute a quorum for 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 a 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 of directors or a committee thereof may be taken 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 or the committee.

ARTICLE 6

Notices

Section 1. Required Notices. Whenever, under the provisions of applicable law, the Articles of Incorporation or these ByLaws, any notice is required to be given to any director or member, such notice shall be given in writing and delivered either personally or by first class mail, email or facsimile, addressed to such director or member, at its 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 prepaid. Notices given by other means shall be deemed delivered when received by the addressee.

Section 2. Waiver of Notice. Whenever under the provisions of applicable law, the Articles of Incorporation or these ByLaws, 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 7

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 Treasurer. Except as otherwise provided by law, any person may hold one or more offices. Officers shall be elected at the first meeting of the Board of Directors 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. No officer need be (i) a member of the Board of Directors, (ii) a resident of the State of Georgia, or (iii) an owner of any Lot.

Section 2. Additional Offices and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, 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 no compensation except as provided in Section 5 of Article 4.

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 be removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the Board of Directors.

Section 5. 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 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, if any, or if there shall be more than one, the Vice Presidents, in the order determined by the Board of Directors, shall, in the 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 Secretaries. 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 of that purpose, and shall perform like duties for the committees or 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 he 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 be 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 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 a case of his or her death, resignation, retirement or removal from office, of all books, papers, 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 Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE 8

General Provisions

Section 1. Checks. All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

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 manner reproduced. The Board of Directors may from time to time authorize any other officers to affix the seal of the Association and to attest to such affixation by his 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 committees of directors.

Section 5. ByLaw Amendments. These ByLaws may be altered, amended, or replaced or new ByLaws may be adopted by the Developer at anytime for so long as the Developer controls the Association. Upon transfer of control of the Association, either by conveyance or transfer of the Developer's rights under the provisions of the Declaration to the Association, or until the Developer has sold the last of the lots subject to the Declaration, including those by future amendment thereto, which ever event shall first occur, then the Association may alter, amend, or replace these ByLaws by a super majority vote of 75% of the voting members of the Association.

Section 6. Conflict. In the event of any conflict between these ByLaws 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.

Section 7. Capitalized Terms. All capitalized terms not defined herein shall have the meanings attributed thereto in the Declaration.

RETURN TO:
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401

PLEASE CROSS REFERENCE:
Deed Book 2716, Page 140,
Glynn County, Georgia records

**AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS, CONDITIONS, LIMITATIONS, RESERVATIONS,
EASEMENTS, RIGHTS AND PRIVILEGES
OF
SINCLAIR POINTE SUBDIVISION**

This AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES OF SINCLAIR POINTE SUBDIVISION (this "Amendment"), is made this 6th day of June, 2013, by QUEENSBOROUGH NATIONAL BANK AND TRUST COMPANY (the "Developer").

WHEREAS, South Harrington Group, Inc. submitted certain real property to that certain Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights And Privileges of Sinclair Pointe Subdivision recorded in Deed Book 2716, page 140, Glynn County, Georgia records (the "Declaration"), and

WHEREAS, pursuant to that certain Assignment of Developer's Rights dated March 5, 2012, recorded in Deed Book 2972, Page 251, Glynn County, Georgia records, South Harrington Group, Inc. conveyed all of its rights and powers as "Developer" under the Declaration to Developer, and

WHEREAS, pursuant to Article XVII, Section 4, of that Declaration, Developer desires to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid, the above listed recitals, and the benefits to be derived by Developer, the current owners of property, and every subsequent owner of any property located within Sinclair Pointe Subdivision, the Developer hereby amends the Declaration as follows:

1. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed thereto in the Declaration.

2. Article IV, Section 4, is hereby amended deleting by the term "twelve (12)" and "eight (8)" and inserting "seven (7)" in lieu thereof.

3. Article IV, Section 9, is hereby amended by adding the following immediately following the first sentence: "Asphalt driveways/parking areas are prohibited. All driveways/parking areas are required to have a decorative apron approved by Developer."

4. Article IV, Section 12(e), is hereby deleted and the following is inserted in lieu thereof: "No metal clad siding, vinyl siding, trim or soffits, asphalt, asbestos or exposed concrete block will be permitted."

5. Article IV, Section 12(h), is hereby amended by deleting the number "50" and inserting "30" in lieu thereof.

6. Article IV, Section 12(j), is hereby amended by adding the following sentence: "All garage doors must be carriage-type style, made of wood or composite wood material, and approved by Developer."

7. Article IV, Section 12(p), is hereby deleted and the following is inserted in lieu thereof: "Only standard mailboxes matching the design approved by Developer shall be permitted."

8. Article IV, Section 12, is hereby amended by adding the following subsections after subsection (p):

(q) No basketball goals may be erected in such a manner that the playing surface includes a street or right of way.

(r) All windows must have muntins. No vinyl-clad or grill shall be permitted between panes of glass in windows unless approved by Developer.

9. Article IV, Section 14, is hereby amended by deleting the terms "sixteen months" and "16 months" and inserting "twelve (12) months" in lieu thereof.

10. Article IV is hereby amended by adding the following Section 15 immediately after Section 14:

~~“15. Leasing: Residences may be leased subject to the following provisions:~~

(a) Each owner covenants and agrees that any lease of a residence shall be for a period of not less than three (3) consecutive months and shall contain the language in subsection (b) below. 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 residence, agrees to the applicability of this covenant and incorporation of the following language into the lease. Vacation rentals are prohibited.

(b) The lessee shall comply with all provisions of this Declaration, Bylaws, and any rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased residence in order to ensure such compliance. The owner shall cause all occupants of his, her or its residence to comply with this Declaration, the Bylaws, and any rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the residence are fully liable and may be sanctioned for any such violation. If the lessee, or lessee's guests, invitees or licensees, violates this Declaration, the Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the owner and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Board, the owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the residence.

Any violation of this Declaration, the Bylaws, or rules and regulations adopted pursuant thereto by the lessee or any occupant 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 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 this Declaration, the 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 reasonable attorneys' fees actually incurred and court costs associated with the eviction, shall be an assessment and lien against the residence.

(c) When an owner who is leasing his, her or its residence fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then 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 of 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/owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this Declaration as if lessee were an owner. The above provisions shall not be construed to release the owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible."

11. Article V, Section 6, is hereby amended by deleting the first sentence and inserting the following in lieu thereof: "No advertising sign or advertising matter, including "For Sale" or "For Rent" signs, shall be erected upon or displayed or otherwise exposed to view on any lot or any improvement on any lot including from the interior of a structure such as through a window without the written consent of the Developer; provided, however, that standard size "For Sale" signs shall be permitted during the time a residence is being constructed and prior to the initial sale thereof."

12. Except as amended by this Amendment, all terms and conditions of the Declaration shall remain in full force and effect. The undersigned hereby ratify, confirm and reaffirm the Declaration, as hereby modified and amended. In the event of a conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.

13. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same instrument. For purposes of this Amendment, signatures delivered by facsimile shall be as binding as originals upon the parties so signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Developer has executed this Amendment on the day and year above first written.

Signed, sealed and delivered
this 6th day of May, 2013,
in the presence of: June

Angela Clark
Unofficial Witness

Julie W. Evans
Notary Public
My Commission Expires: 3/5/17

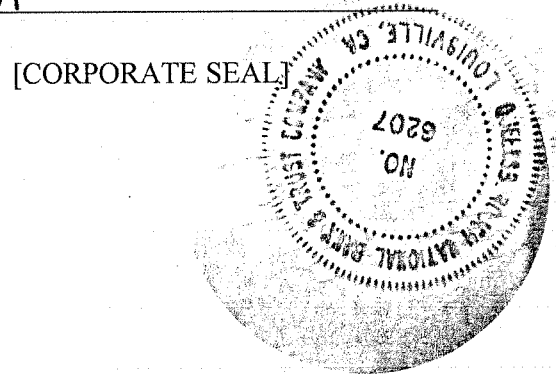


DECLARANT:

QUEENSBOROUGH NATIONAL BANK
AND TRUST COMPANY

By: William F. [Signature]
Its: President / CEO

ATTEST: [Signature]
By: Edith W. Pundt
Name: Edith W. Pundt
Title: EVP



Return to:
Jason M. Tate
P.O. Box 21828
St. Simons Island, Georgia 31522

Cross Reference:
Deed Book 2716 at Page 140
Deed Book 3172 at Page 471
Glynn County, GA Records

AMENDMENT NO. 2 TO DECLARATION OF RESTRICTIONS,
COVENANTS, CONDITIONS, LIMITATIONS, RESERVATIONS,
EASEMENTS, RIGHTS AND PRIVILEGES
OF SINCLAIR POINT SUBDIVISION

This AMENDMENT NO. 2 TO DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS, LIMITATIONS, RESERVATIONS, EASEMENTS, RIGHTS AND PRIVILEGES OF SINCLAIR POINT SUBDIVISION (this "Amendment"), dated March 1, 2016, by ATLAS GA IX REO LLC, a Florida limited liability company (the "Developer").

WHEREAS, South Harrington Group, Inc. submitted certain real property to that certain Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights and Privileges of Sinclair Point Subdivision ["Subdivision"] recorded in Deed Book 2716 at Page 140, Glynn County, GA records (the "Initial Declaration"); and

WHEREAS, the Initial Declaration was amended by that certain Amendment to Declaration of Restrictions, Covenants, Conditions, Limitations, Reservations, Easements, Rights And Privileges of Sinclair Point Subdivision dated June 6, 2013, recorded in Deed Book 3172 at Page 471, Glynn County, GA records (collectively, the "Declaration"); and

WHEREAS, pursuant to that certain Assignment of Developer's Rights dated October 1, 2013, recorded in Deed Book 3227 at Page 295, Glynn County, GA records, Developer acquired all of its rights and powers as "Developer" under the Declaration of Developer; and

WHEREAS, pursuant to Article XVII, Section 4 of that Declaration, Developer again desires to amend the Declaration in certain respects, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of One Dollar in hand paid, the above recitals and the benefits to be derived by Developer, the current owners of property and every subsequent owner of property located within the Subdivision, the Developer hereby amends the Declaration as follows:

1. Description of Changes in Terms. The Declaration is modified in the following respects:

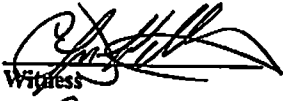
Article XVII is amended to include the following:

Section 7. MANDATORY CONTRIBUTION TO ASSOCIATION.

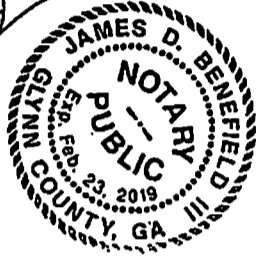
With the exception of the Developer, all purchasers of lots or homes within the Subdivision shall, at closing, pay the amount of Five Hundred and xx/100 dollars [\$500.00] to the Association.

2. Except as amended by this Amendment, all other terms of the Declaration shall remain in effect.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed and delivered as of the date first above written.


Witness


Notary Public
My Commission Expires:



Declarant

ATLAS.GA IX REO, LLC


Authorized Agent