

**SECOND AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
THE VILLAGES AT GODLEY STATION**

# TABLE OF CONTENTS

<b>PART ONE: INTRODUCTION TO THE COMMUNITY</b> .....	<b>2</b>
<b>Article I: Creation of the Community</b> .....	<b>2</b>
1.1 Purpose and Intent .....	2
1.2 Binding Effect .....	2
1.3 Governing Documents.....	2
<b>Article II: Concepts and Definitions</b> .....	<b>3</b>
2.1 Concepts and Definitions .....	3
<b>PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS</b> ...	<b>5</b>
<b>Article III: Creation of the Community</b> .....	<b>5</b>
3.1 Framework for Regulation .....	5
3.2 Rule Making Authority.....	5
3.3 Owners’ Acknowledgment and Notice to Purchasers .....	6
3.4 Protection of Owners and Others .....	6
<b>Article IV: Architecture and Landscaping</b> .....	<b>7</b>
4.1 General .....	7
4.2 Architectural Review Committee .....	7
4.3 Purposes, Powers, and Duties of the ARC .....	8
4.4 Operations of the ARC .....	8
4.5 [None].....	
4.6 Design Standards .....	9
4.7 Submission of Plans and Specifications .....	9
4.8 Approval of Plans and Specifications.....	10
4.9 Disapproval of Plans and Specifications .....	10
4.10 Obligations to Act.....	11
4.11 Appeal of ARC Decision.....	11
4.12 Inspection Right.....	11
4.13 Violations .....	12
4.14 Certification of Compliance .....	12
4.15 Fees.....	12

4.16 Non Discrimination by ARC .....	12
4.17 Disclaimer as to ARC Approval.....	13
<b>Article V: Maintenance and Repair .....</b>	<b>13</b>
5.1 Maintenance of Lots .....	13
5.2 Responsibility for Repair, Replacement or Removal .....	13
<b>Article VI: General Covenants and Restrictions.....</b>	<b>14</b>
6.1 Application .....	14
6.2 Restriction of Use .....	14
6.3 Business Use.....	14
6.4 Subdivision of Property.....	14
6.5 Erosion Control .....	14
6.6 Temporary Buildings.....	15
6.7 Signs and Flags.....	15
6.8 Setbacks.....	15
6.9 Fences and Wall .....	16
6.10 Roads, Driveways, and Parking Areas .....	16
6.11 Television and Radio Antennae.....	16
6.12 Clotheslines, Equipment, Woodpiles, and Solar Panels.....	16
6.13 Maintenance .....	16
6.14 Parking and Maintenance of Vehicles.....	17
6.15 Commercial and Recreational Vehicles and Trailers .....	17
6.16 Recreation Equipment .....	18
6.17 Animals.....	18
6.18 Solid Waste, Garbage Cans, and Trash Cans .....	18
6.19 Clubhouse Use.....	19
6.20 Pool Use.....	19
6.21 Leasing of Dwelling Units.....	19
6.22 [None].....	
6.23 Nuisances.....	21
6.24 Firearms and Fireworks.....	21

**PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION.....21**

**Article VII: The Association and its Members .....21**

    7.1 Function of Association.....21

    7.2 Membership.....21

    7.3 Voting.....21

**Article VIII: Association Powers and Responsibilities .....22**

    8.1 Acceptance and Control of Association Property .....22

    8.2 Maintenance of Area of Common Responsibility .....22

    8.3 Insurance.....23

    8.4 Compliance and Enforcement .....25

    8.5 Implied Rights; Board Authority .....27

    8.6 Indemnification of Officers, Directors, and Others.....28

    8.7 Safety and Security.....28

    8.8 Provision of Services.....29

    8.9 Relationships with Other Properties .....29

**Article IX: Association Finances.....29**

    9.1 Budgeting and Allocating Common Expenses.....29

    9.2 Budgeting for Reserves .....30

    9.3 Special Assessments .....30

    9.4 Specific Assessments.....30

    9.5 Time of Payment .....30

    9.6 Obligation for Assessments.....31

    9.7 Delinquent Assessments.....31

    9.8 Lien for Assessments.....32

    9.9 Exempt Property.....33

    9.10 Surplus Funds and Common Profits.....33

**Article X: [None] .....34**

**PART FOUR: PROPERTY RIGHTS WITHIN THE COMMUNITY.....34**

**Article XI: Easements .....34**

    11.1 Easements in Common Area .....34

    11.2 Easements for Utilities, Etc. ....35

11.3 Easements for Maintenance, Emergency, and Enforcement .....	35
11.4 Easements for Lake and Pond Maintenance and Flood Water .....	35
<b>PART FIVE: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY.....</b>	<b>36</b>
<b>Article XII: Dispute Resolution and Limitation on Litigation.....</b>	<b>36</b>
12.1 Agreement to Encourage Resolution of Disputes Without Litigation.....	36
12.2 Dispute Resolution Procedures.....	37
<b>Article XIII: Mortgage Provisions .....</b>	<b>38</b>
13.1 Notices of Action.....	38
13.2 No Priority .....	39
13.3 Notice to Association .....	39
13.4 Failure of Mortgage to Respond.....	39
<b>PART SIX: CHANGES IN THE COMMUNITY.....</b>	<b>39</b>
<b>Article XIV: Changes in Ownership of Lots.....</b>	<b>39</b>
<b>Article XV: Changes in Common Area .....</b>	<b>39</b>
15.1 Transfer or Dedication of Common Area.....	39
<b>Article XVI: Amendment and Duration of Declaration .....</b>	<b>39</b>
16.1 Amendment .....	39
16.2 Validity and Effective Date .....	40
16.3 Exhibits.....	40
16.4 Duration.....	40
<b>Article XVII: Miscellaneous.....</b>	<b>40</b>
17.1 Conflicts .....	40
17.2 No Reverter .....	41
17.3 Severability.....	41
17.4 Headings .....	41
17.5 Gender .....	41
17.6 Governing Law .....	41



Doc ID: 031412000060 Type: COVE  
Recorded: 12/07/2018 at 01:49:46 PM  
Fee Amt: \$136.00 Page 1 of 60  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

BK **1508** PG **100-159**

UPON RECORDING RETURN TO:  
McCorkle & Johnson, LLP  
319 Tattnall Street  
Savannah, Georgia 31401  
Attn: Robert L. McCorkle, III, Esq.

PLEASE CROSS REFERENCE:  
Deed Book 216-P, Page 209,  
Deed Book 219-W, Page 324,  
Deed Book 329-D, Page 725,  
Deed Book 371-Y, Page 811,  
Chatham County, Georgia records.

**SECOND AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGES AT GODLEY STATION**

**WHEREAS**, Godley Station Development Group, Inc. (“Developer”), submitted certain real property to that Master Declaration of Covenants, Conditions and Restrictions dated August 25, 2000, and recorded at Deed Book 216-P, page 209, Chatham County, Georgia records, and as amended and restated by that certain Restated Master Declaration of Covenants, Conditions and Restrictions for The Villages at Godley Station and Supplementary Declarations for The Villages at Godley Station, Phases 1-A and 1-B (AKA Godley Village, Phases 1-A and 1-B), dated March 15, 2001, and recorded in Deed Book 219-W, Page 324, Chatham County, Georgia records (the “Original Declaration”), and

**WHEREAS**, additional phases were submitted to the Original Declaration by supplemental declarations recorded at Deed Book 227-E, Page 692, Deed Book 228-S, Page 682, Deed Book 241-S, Page 482, Deed Book 246-E, Page 96, Deed Book 256-H, Page 513, Deed Book 258-R, Page 360, Deed Book 269-Q, Page 344, Deed Book 270-P, Page 486, Deed Book 279-K, Page 197, Deed Book 289-L, Page 283, and Deed Book 307-L, Page 36, aforesaid records, and

**WHEREAS**, pursuant to the terms of the Original Declaration, the Association has the right to enforce the Original Declaration and maintain the common areas of The Villages at Godley Station, which were conveyed to the Association by deeds recorded at Deed Book 221-I, Page 439, Deed Book 237-S, Page 665, Deed Book 299-X, Page 198, Deed Book 302-T, Page 226, and Deed Book 307-L, Page 37, aforesaid records, and

**WHEREAS**, the Association amended the Original Declaration by recording that Amendment to Master Declaration of Covenants, Conditions and Restrictions for Villages at Godley Station, dated April 26, 2007, and recorded at Deed Book 329-D, Page 725, aforesaid

records, and re-recorded at Deed Book 371-Y, Page 811, aforesaid records (“First Amended Declaration”),

**WHEREAS**, the Original Declaration provided for amendment by the affirmative vote of sixty-seven percent (67%) of the votes present in person or by proxy at a meeting of the Association held for the purpose of amending the covenants;

**WHEREAS**, the Association desires to amend and completely replace and restate the Original Declaration and First Amended Declaration as more particularly set forth herein; and,

**WHEREAS**, the Association called a meeting for the purpose of amending the Original Declaration and First Amended Declaration and more than sixty-seven percent (67%) of the Members present in person or by proxy at a meeting of the Association held for the purpose of amending the original Declaration and First Amended Declaration, voted in favor of the following amended and restated covenants, as evidenced by the Secretary’s Certification attached hereto.

**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 the members of the Association, the Association hereby amends and restates the Declaration in its entirety as follows:

## **PART ONE: INTRODUCTION TO THE COMMUNITY**

### **Article I: Creation of the Community**

1.1 Purpose and Intent: The Association intends by recording this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Villages at Godley Station (this “Declaration”) to enhance and protect the value, desirability, and attractiveness of the subdivision known as The Villages at Godley Station. This Declaration provides for The Villages at Godley Station’s administration, maintenance, and preservation.

1.2 Binding Effect: All property described in Exhibit “A” shall be owned, conveyed, and used subject to all the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all persons and legal entities having any right, title, or interest in any portion of The Villages at Godley Station, their heirs, successors, successors-in-title, and assigns.

1.3 Governing Documents: The Governing Documents apply to all Owners and Occupants of property within The Villages at Godley Station, as well as to their respective tenants, guests, and invitees. Any lease on a Lot shall provide that the tenant and all Occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

If any court should determine that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision.

**Article II: Concepts and Definitions**

2.1 Concepts and Definitions: The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below:

(a) “Architectural Guidelines” or “Design Standards”: The architectural, design, and construction guidelines and review procedures adopted pursuant to Article IV, as they may be modified and amended from time to time.

(b) “Area of Common Responsibility” or “Common Area”: The property which the Association maintains, whether or not owned by the Association, pursuant to the terms of this Declaration, any supplemental declaration, or other applicable covenants, contracts, or agreements, for the common use and enjoyment of the Owners, including, without limitation, the areas shown on any Subdivision Plat as “common area” or the like, the Water Features and the Clubhouse.

(c) “Articles of Incorporation”: The Villages at Godley Station Homeowners Association, Inc.’s, Articles of Incorporation, filed with the Secretary of State of the State of Georgia, as they may be modified and amended from time to time.

(d) “Association”: The Villages at Godley Station Homeowners Association, Inc., a Georgia non-profit corporation, its successors or assigns.

(e) “Base Assessment”: Assessments levied on all Lots subject to assessment under Article IX, as determined in accordance with Section 9.1.

(f) “Board of Directors” or “Board”: The body responsible for administration of the Association, selected as provided in the By-Laws, and generally serving the same role as the board of directors under Georgia corporate law.

(g) “Bylaws”: The Bylaws of The Villages at Godley Station Homeowners Association, Inc., as amended and restated. A copy of the amended and restated Bylaws are attached hereto as Exhibit “B.”

(h) “Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

(i) “Community-Wide Standard”: The standard of conduct, maintenance, or other activity generally prevailing at The Villages at Godley Station, or the minimum standards



established pursuant to the Architectural Guidelines, Rules and Regulations, and Board resolutions, whichever sets the highest standard.

(j) “Dwelling Unit”: Any residence situated on a Lot which is intended for use and occupancy for a single family.

(k) “Governing Documents”: This Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and all modifications, amendments and supplements thereto.

(l) “Lot”: A portion of The Villages at Godley Station, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as a residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any Dwelling Lot and improvements thereon.

(m) “Member”: A person or legal entity subject to membership in the Association pursuant to Section 7.2.

(n) “Mortgagee”: A person or entity holding a first priority security interest in a Lot who provides written notice to the Association putting such Association on notice of its security interest and requesting to be treated as a Mortgagee hereunder.

(o) “Occupant”: Any person legally occupying any Lot within The Villages at Godley Station for any period of time, regardless of whether such person is a tenant, guest of the Owner, or the Owner of such property.

(p) “Owner”: One or more persons or legal entity holding record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(q) “Property”, “Properties” or “The Villages at Godley Station”: The real property described in Exhibit “A,” which includes the subdivisions commonly known as Copper Village and The Arbors.

(r) “Rules and Regulations”: Rules and Regulations adopted by the Board of Directors, as supplemented, modified, and repealed by the Board pursuant to Article III hereof from time to time.

(s) “Special Assessment”: Assessments levied in accordance with Section 9.3.

(t) “Specific Assessment”: Assessments levied in accordance with Section 9.4.

(u) “Structure”: Structure means:

(i) anything or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration, any building or part thereof, garage,

porch, shed, greenhouse or bathhouse, doghouse, coop or cage, covered or uncovered patio, deck, swimming pool, dock, recreational equipment, fence, mailbox, driveway, curbing, paving, wall, tree, shrub, artificial vegetation, statute, flagpole, flag (and other forms of landscaping), sign, signboard, temporary or permanent living quarters, lighting fixture, or any other temporary or permanent improvement to a Lot;

(ii) any excavating, grading, fill, ditch, diversion dam or other thing or devise which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and,

(iii) any change in the grade at any point on a Lot of more than six (6) inches, whether or not Subsection (ii) of this Section 2.1(u) applies to such change.

(v) “Water Features”: Any and all ponds, lagoons, wetlands, stormwater catch basins or drainage ditches owned or maintained by the Association.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

### **Article III: Use and Conduct**

3.1 Framework for Regulation: The Governing Documents establish, as part of the general plan of development for The Villages at Godley Station, a framework of affirmative and negative covenants, easements, and restrictions which govern the Properties. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. Therefore, this Article establishes procedures for adopting, modifying, amending and expanding rules and regulations for The Villages at Godley Station (the “Rules and Regulations”).

#### 3.2 Rule Making Authority:

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may from time to time adopt, modify, cancel, limit, create exceptions to, and expand Rules and Regulations.

(b) Alternatively, Members representing more than 33% of the total eligible votes in the Association, at an Association meeting duly called for such purpose, may vote to modify, cancel, limit, create exceptions to, or expand the Rules and Regulations then in effect.

(c) Prior to any action taken under this Section becoming effective, the Board shall publish or make available a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner. The effective date shall be not less than 30 days following distribution to Owners. The Association shall provide, without cost, one copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

(d) No action taken under this Article shall have the effect of modifying, repealing, or expanding the Architectural Guidelines or any provision of this Declaration. In the event of a conflict between the Architectural Guidelines and the Rules and Regulations, the Architectural Guidelines shall control.

3.3 Owners' Acknowledgment and Notice to Purchasers: All Owners are given notice that use of their Lots and the Common Area is limited by the Rules and Regulations as adopted, amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Rules and Regulations may change from time to time. All purchasers of Lots are on notice that the Association may have adopted changes and that such changes may not be reflected in a recorded instrument. Copies of the then current Rules and Regulations may be obtained from the Association.

3.4 Protection of Owners and Others: Except as may be set forth in this Declaration (either initially or by amendment) or the Architectural Guidelines (as amended from time to time), all Rules and Regulations shall comply with the following provisions:

(a) Similar Treatment: Similarly situated Owners shall be treated similarly.

(b) Signs and Displays: The Board shall not interfere with Owners' rights to display religious and holiday signs, symbols, and decorations inside Structures on their Lots, except that it may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling. Except as otherwise provided in this Declaration or approved by the Board of Directors, signs (other than a single "for sale" or "for rent" sign with a maximum size of four (4) square feet), banners, posters, placards, billboards, advertisements, bulletins, announcements, symbols, displays, or any other manifestation of a message, slogan, or symbol of any kind shall not be displayed upon or visible from the outside of a Lot or placed or displayed anywhere within the Properties; provided those signs installed or authorized during the initial construction of the Properties and those signs required by Georgia law shall be permitted. This subsection does not restrict the Association's ability to place signs and displays on the Common Area.

(c) Activities within Dwellings: The Board may not interfere with the activities carried on within the confines of dwellings, except that it may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that creates a danger to the health or safety of others, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(d) Allocation of Burdens and Benefits: The Board shall not alter the allocation of financial burdens among the various Lots or rights to use the Common Area to the detriment of any Owner over that Owner's written objection. Nothing in this provision shall prevent the Board from changing the Common Area available, from adopting generally applicable rules for use of the Common Area, or from denying use privileges to those who are delinquent in paying

assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article IX.

(e) Alienation: The Board shall not prohibit leasing or transfer of any Lot, or require consent of the Association or Board for leasing or transfer of any Lot; provided, the Board may require a minimum lease term of up to 12 months. The Association may require that Members use Board-approved lease forms, but shall not impose any fee on the lease or transfer of any Lot greater than an amount reasonably based on the Association's administrative costs relating to that lease or transfer.

(f) Abridging Existing Rights: No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot, and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

The limitations in subsections (a) through (f) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XVI.

#### **Article IV: Architecture and Landscaping**

4.1 General: No Structure or thing shall be placed, erected, or installed upon any Lot, no improvement and no improvements or other work (including staking, clearing, excavation, grading, and other site work; exterior alteration of existing improvements; or planting or removal of trees or large evergreen shrubbery) shall take place within the Properties, except in compliance with this Article and the Architectural Guidelines.

No approval shall be required to repaint the exterior of a Structure in accordance with its most recently approved color scheme or to rebuild in accordance with previously approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his or her Structure without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Structure visible from outside the Structure are subject to approval.

All Dwelling Units shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the Association, in its sole discretion, otherwise approves.

This Article shall not apply to activities of the Association.

4.2 Architectural Review Committee: An Architectural Review Committee (the "ARC") shall be established by the Board of Directors which shall consist of at least three (3) and no more than five (5) members. The Board shall appoint the members of the ARC. Each initial member of the ARC shall be appointed for a period of twelve (12) months. If any vacancy shall occur in the membership of the ARC for any reason, the remaining members of the ARC shall

continue to act and such vacancy shall, subject to the provisions herein, be filled by the Board at the earliest possible time. Any ARC member may resign at any time by giving written notice of such resignation to the Chairman of the ARC and such resignation shall take effect upon receipt thereof by the Chairman. Should the Chairman wish to resign, he or she shall give written notice of such resignation to the Board and such resignation shall take effect upon receipt thereof by the Board. Any member of the ARC may be removed at any time with or without cause by the Board. Members of the Board may serve on the ARC.

4.3 Purposes, Powers, and Duties of the ARC: The purpose of the ARC is to assure that any installation, construction, or alteration of any Structure on any Lot shall be submitted to the ARC for approval (i) as to whether the proposed installation, construction, or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Village at Godley Station and (ii) as to the location of Structures with respect to topography, finished ground elevation, and surrounding Structures. To the extent necessary to carry out such purpose, the ARC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power to approve or disapprove plans and specifications for any installation, construction, or alteration of any Structure on any Lot.

4.4 Operations of the ARC:

(a) Meetings: The ARC shall hold meetings as necessary. Special meetings may be called by the Chairman at any time, and shall be called by the Chairman upon the written request of a majority of the members of the ARC then in office. At each meeting of the ARC, the presence of a majority of the members when in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ARC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ARC. In the absence of a quorum, any member of the ARC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ARC shall maintain both a record of votes and minutes for each of its meetings. The ARC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary of the Association. Any action required to be taken at a meeting of the ARC, or any action which may be taken at a meeting of the ARC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ARC and be filed within the minutes for the proceedings of the ARC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ARC.

(b) Activities:

(i) The ARC shall adopt and promulgate the Design Standards described in Section 4.6 hereof and shall, as required, make findings, determinations, rulings, and orders with respect

to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ARC pursuant to the provisions of this Declaration. The ARC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) The ARC has the authority to hire professionals to review plans, promulgate design standards, or assist in any of the ARC responsibilities.

(iii) Any two (2) or more members of the ARC may be authorized by the ARC to exercise the full authority of the ARC with respect to all matters over which the ARC has authority as may be specified by resolution of the ARC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ARC and upon any application for an approval, permit or authorization, subject, however, to review and modification by the ARC on its own motion or to appeal by the applicant to the ARC as provided in this paragraph. Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within fifteen (15) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ARC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ARC, but in no event later than twenty-one (21) days after the filing of such request. The decision of a majority of the members of the ARC with respect to such matter shall be final and binding, but may be appealed to the Board pursuant to Section 4.11 hereof.

#### 4.6 Design Standards:

(a) The ARC shall from time to time adopt, promulgate, amend, revoke, and enforce Design Standards for the purpose of:

(i) governing the form and content of plans and specifications to be submitted to the ARC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures, and all other matters that require approval by the ARC pursuant to the Declaration; and

(iv) assuring the conformity of external design and general quality of the Development.

4.7 Submission of Plans and Specifications: No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any

Lot be altered in any way which materially changes the exterior appearance of the Structure of Lot, unless plans and specification therefore shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ARC in the Design Standards, including, without limitation:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open spaces, easements, and driveways;

(b) a foundation plan;

(c) exterior elevations of all proposed Structures and alterations to existing Structures, and;

(d) specifications of materials, color scheme, and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures.

This Section does not apply to Structures commenced, erected, placed, moved onto, or permitted to remain on any Lot or common element by the Association.

4.8 Approval of Plans and Specification: Upon approval by the ARC of any plans and specifications submitted pursuant to this Declaration, one (1) copy of such plans and specifications, as approved, shall be deposited for permanent record with the ARC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot of Structure of and plans and specifications shall not be deemed a waiver of the ARC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot or Structure, and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and all conditions attached to any approval.

4.9 Disapproval of Plans and Specifications: The ARC shall have the right in its sole discretion to disapprove any plans and specification submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in such plans and specifications as may have been required;

(b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; or

(c) any other matter which, in the sole judgment of the ARC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity

and harmony with general quality and design of The Villages at Godley Station and with the standards as set forth for The Villages at Godley Station in the Design Standards, or (iii) as to location to be incompatible with topography, finished ground elevation, or surrounding Structures. In any case in which the ARC shall disapprove any plans or specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

4.10 Obligation to Act: The ARC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Failure by the ARC to take action within thirty (30) days after receipt of plans and specification submitted for approval shall be deemed a denial of such plans and specifications, at which time the applicant can submit the proposed plans to the Board in the same manner as an appeal set forth in Section 4.11.

4.11 Appeal of ARC Decision: In the event the ARC disapproves any plans and specifications submitted pursuant to this Declaration or grants approval of any plans and specifications subject to any conditions which are not acceptable to the applicant, the applicant may appeal such decision of the ARC to the Board pursuant to the following procedures:

(a) Within fifteen (15) days after receipt of the ARC's decision, the applicant shall give written notice of the applicant's appeal to the Board. The notice shall:

(i) Contain a copy of the applicant's original application to the ARC and any supplemental material provided to the ARC by the applicant; and

(b) Approval by the Board, if granted, together with any conditions imposed by the Board, shall be placed in writing on the plans and specifications and shall be returned to the applicant.

(c) Approval by the Board shall constitute the approval of the ARC for all purposes under the Declaration.

(d) Failure by the Board to take action within sixty (60) days after the receipt of the complete notice of appeal shall be deemed approval of such plans and specifications.

4.12 Inspection Right: Any employee or agent of the Association or the ARC may, after reasonable notice, which shall not be less than six (6) days in advance, except in the instance of emergencies or safety issues, as determined in the sole discretion of the Board, at any reasonable time or times, enter upon any Lot and Structure thereon (with the exception of the principal residence) for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ARC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such



entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

4.13 Violations: If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ARC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ARC such violation shall have occurred, the ARC shall notify the Board, and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within fifteen (15) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.4 hereof.

4.14 Certification of Compliance:

(a) Upon completion of the installation, construction, or alteration of any Structure in accordance with plans and specifications approved by the ARC, the ARC shall upon written request of the Owner thereof or upon the ARC's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure, as built, is acceptable to the ARC. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ARC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts stated therein; and as to any purchaser or lender in good faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot comply with all of the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency, or approval by the ARC of the actual construction or workmanship of Structures, or to represent or warrant to anyone the quality, function, or operation of the Structures or of any construction, workmanship, engineering, materials, or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule, regulation, or building code or in accordance with every detail on the approved plans and specifications.

4.15 Fees: Subject to the approval of the Board as to the amount, the ARC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and specifications and of inspections performed pursuant to Section 4.12. The fee shall be established from time to time by the ARC and published in the Design Standards.

4.16 Non Discrimination by ARC: The ARC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color,

gender, sexual orientation, religion, age, or national origin. Further, the ARC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, gender, sexual orientation, religion, age, or national origin.

4.17 Disclaimer as to ARC Approval: The standards and procedures established by the Article and the Design Standards are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties; they do not create any duty to any Person. Review and approval of any plan and specification pursuant to this Article may be based on aesthetic considerations only. The ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes or other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring Owners.

The Association, Board, any committee, or any member of the Board or ARC shall not be held liable for soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents.

#### **Article V: Maintenance and Repair**

5.1 Maintenance of Lots: Each Owner shall maintain his or her Lot, Dwelling Unit and any Structure thereon and landscaping and improvements comprising the Lot in a manner consistent with the Governing Documents, the Community-Wide Standard.

5.2 Responsibility for Repair, Replacement or Removal: Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair, replacement, or removal as necessary to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner.

Each Owner further covenants and agrees that in the event of damage to or destruction of Structures on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. Alternatively, the Owner shall

clear the Lot and maintain it in a neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs not covered by insurance proceeds.

#### **Article VI: General Covenants and Restrictions**

6.1 Application: The covenants and restrictions contained in this Article VI shall pertain and apply to all Owners and to all Lots, Dwelling Units and Structures erected or placed thereon.

6.2 Restriction of Use: Except as provided in Section 6.3, Lots may be used for single-family residences only and for no other purpose. Except as hereinafter provided, homes constructed on all Lots shall contain a minimum of 1,200 square feet of heated space, excluding garages and carports.

6.3 Business Use: No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant of a Residence may conduct such business activities within the Residence so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Lot; (ii) the business activity conforms to all zoning requirements for the Development; (iii) the business activity is consistent with the residential character of the Development; (iv) the business activity does not attract customers or clients to a Lot or require any parking; and (v) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be constructed to have their ordinary, generally accepted, meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Leasing of the Structure on the Lot shall not be considered a business activity violative of this Section.

6.4 Subdivision of Property: No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ARC of plans and specifications for such split, division, or subdivision.

6.5 Erosion Control: No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ARC of plans and specifications for the prevention and control of such erosion or siltation. The ARC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion and siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 6.13. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ARC.

6.6 Temporary Buildings: No temporary building, trailer, garage, or building under construction on any Lot shall be used, temporarily or permanently, as a residence except as temporary sleeping or living quarters, required or desirable for security purposes in accordance with plans and specifications therefor approved by the ARC.

6.7 Signs and Flags:

(a) No signs whatsoever (including, but not limited to, commercial and similar signs) shall, without the ARC's prior written approval of plans and specifications therefor, be installed, altered, or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings and for display of all building permits;

(ii) No more than one (1) "For Sale" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot; and provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of owners, the signs made available by the Association must be used;

(iii) not more than four (4) lot identification signs in accordance with plans and specifications approved by the ARC;

(iv) not more than two (2) signs, having no more than one (1) square foot of face area each, indicating that the Structure is protected by a security system;

(v) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ARC; and

(vi) signs permitted pursuant to Section 3.4(b) hereof.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ARC.

(c) No flags whatsoever shall be installed, altered, or maintained on any Lot except for one flag no larger than 3 feet by 5 feet on a flagpole attached to the house or garage or a flag no larger than 12 inches by 18 inches attached to a mailbox on the Lot. The Board reserves the right to further restrict the types of flags that are allowed by enacting additional Rules and Regulations. Flags which are considered offensive in the sole discretion of the Board will not be allowed.

6.8 Setbacks: In approving plans and specifications for any proposed Structure, the ARC may establish setback requirements for the location of such Structure. Guidelines for setbacks

may be included in the Design Standards of the ARC. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.\

6.9 Fences and Walls: No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ARC of plans and specifications for such fences and walls. No chain-link fences shall be erected or maintained on any Lot except as required by any applicable governmental authority. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ARC.

6.10 Roads, Driveways, and Parking Areas: No road, driveway, or parking area shall be constructed or altered on any Lot without the prior written approval of the ARC of plans and specifications for such roads, driveways, and parking areas. Guidelines relating to the design and location of roads, driveways, and parking areas may be included in the Design Standards of the ARC.

6.11 Television and Radio Antennae: No exterior antenna, aerial, satellite dish or other reception device shall be constructed or installed on any Structure located on any Lot or be placed on or affixed to any other portion of any Lot; provided, however, and notwithstanding the foregoing, the Owner of each Lot shall have the right to install, maintain, and use on such Lot an antenna, aerial, or satellite dish that is designed to receive television broadcast signals and an antenna, aerial, or satellite dish that is no larger than one meter in diameter that is designed to receive direct broadcast satellite service or video programming services via multipoint distribution services, provided that such antenna, aerial, or satellite dish is positioned on that location on the Lot which affords the reception of the best quality signal while being the least visible from any other Lot. Owners must apply to the ARC for approval of the placement of any antenna, aerial, or satellite dish.

6.12 Clotheslines, Equipment, Woodpiles, and Solar Panels: All clotheslines, equipment, and woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring Residences and streets, and may be maintained only in the rear yard of a Lot. Solar Panels may only be maintained in the rear yard of a Lot or on the roof of a Residence. Owners must apply to the ARC for approval of the placement of any solar equipment.

6.13 Maintenance: Each Owner shall keep and maintain each Lot and Structure owned by such owner, as well as all landscaping located thereon, in good condition and repair, including, but not limited to, (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the repairing and replacement of all roofs, (iii) the seeding, watering, edging, and mowing of all lawns, and (iv) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curb of the street bordering said Lot, regardless of whether such area is located in the right-of-way, but shall exclude Common Areas being maintained by the Association pursuant to Section 8.2 hereof. If, in the option of the ARC, any Owner shall fail to perform the duties imposed by this Section, the ARC shall notify the Association. If the Board shall agree with the determination of the ARC with respect to the failure of said Owner to

perform the duties imposed by this Section, then the Board shall give written notice to the owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within fifteen (15) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.4 hereof, and the ability to impose fines. Guidelines relating to the maintenance of Structures and landscaping may be included in the design Standards of the ARC.

6.14 Parking and Maintenance of Vehicles: Vehicles owned or used by Owners or Occupants of a Residence shall be parked only in a garage or on the driveway or parking area serving the Residence, and not on the streets of The Villages at Godley Station, in the yard of any Lot, or on any private streets owned by the Association. All vehicles parked outside of a garage must be properly licensed and in working order, and no vehicle maintenance may be conducted outside of a garage.

The Board may establish additional rules regarding vehicles and parking in The Villages at Godley Station, which may include, but are not limited to, restrictions on the number of vehicles which may be parked in The Villages at Godley Station, the registration of vehicles and use of parking decals and the designation and/or licensing of parking areas/spaces. If any vehicle is parked in The Villages at Godley Station in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow or boot the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing or booting; and (4) state the name and telephone number of a person to contact regarding the violation. If twenty-four (24) hours after the third such notice is placed on the vehicle the violation continues, the Board or agent of the Association may have the vehicle towed or booted in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

The Association has no liability for any towing or booting in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing or booting. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

6.15 Commercial and Recreational Vehicles and Trailers: In addition to the restrictions of Section 6.14, no commercial vehicle (other than passenger vehicles having a capacity of less than nine (9) passengers), house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, open trailer, enclosed trailer, or like equipment shall be permitted on any Lot or within the right-of-way of any street in the Development on a permanent basis, but may be allowed on a temporary basis as may be further defined by the Rules and Regulations.

6.16 Recreation Equipment: Permanent recreational and playground equipment shall be placed or installed only upon the rear of a Lot or as approved by the ARC. All recreational and playground equipment must be properly maintained and not allowed to deteriorate.

6.17 Animals: No animals, livestock, or poultry of any kind shall be raised, kept, bred or pastured on any Lot in The Villages at Godley Station. The number of household pets authorized in any household will be governed by Pooler City Ordinance and Zoning Regulations in order to preserve the aesthetic qualities of the common properties to maintain sanitary conditions on the property, to prevent the spread of worms and infectious diseases and to maintain a proper respect of other property owners and users of the common areas (all areas outside your property). Pet owners or pet sitters shall abide by the following restrictions, conditions and obligations:

(a) Animals must be kept in their own yards unless under the direct control of a responsible adult. Animals shall not be chained to any tree or other anchor point that could endanger the animal or allow the animal to escape.

(b) Owners of the pets are responsible for the immediate removal of any solid waste material. Owners responsible for walking their animals must have the capability of immediate removal of this solid waste. All pets must be kept on a leash when outside of the owner's property.

(c) All animals must have all vaccinations, as required by local and state ordinances, up to date. The animals, while outdoors, must have collars with their identification on at all times.

(d) No animals will be kept for breeding purposes.

(e) Any animal deemed by the Board to be a nuisance or dangerous shall be removed from The Villages at Godley Station. Dogs outside and barking between 10:00 p.m. and 7:00 a.m. will be considered a nuisance.

6.18 Solid Waste, Garbage Cans, and Trash Cans:

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street in the Development.

(b) Except during approved construction, as approved by the appropriate governmental authority, and pursuant to such conditions as shall be specified by the ARC, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street in the Development.

(c) Except for building materials employed during the course of construction of any Structure approved by the ARC, no lumber, metals, bulk materials, or solid waste of any kind

shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on the day before pickup is to be made in order to provide access to persons making such pickup. Containers must be removed from view of the street by midnight of the pickup day. At all other times such containers shall be screened or enclosed in a manner set forth in the Rules and Regulations. Guidelines relating to the type of containers permitted, the manner of storage, and the place of pickup may also be included in the Design Standards.

6.19 Clubhouse Use: The Clubhouse is available for all Owners or Occupants, in good standing, and their guests to enjoy subject to the Rules and Regulations established by the Board.

6.20 Pool Use: All persons using The Villages at Godley Station pool must be Owners or Occupants, in good standing, of The Villages at Godley Station or signed in as guests of an Adult Member (18 years or older) while at the pool.

(a) All members using the pool facilities must present a current access card.

(b) All members must sign in, in the manner provided by the Board.

(c) All members must obey all directions from the guard. If conflicts develop, members should do as instructed by the guard and contact a Board Member to report any problem.

(d) The pool is not to be used during the periods of darkness unless prior arrangements have been made with the Board.

(e) Anyone caught in the pool area during periods when it is closed may be charged with trespassing.

(f) The board may enact rules and regulations regarding use of the pool and conduct in the pool area. All persons in the pool area must obey these rules and regulations at all times. Failure to do so constitutes a breach of this Declaration, and may result in suspension of use of the pool and/or fines.

6.21 Leasing of Dwelling Units: Within ten (10) days of leasing a Dwelling Unit, the Owner must provide a copy of the lease to the Association. The terms of such lease must comply with the covenants and conditions set forth herein.

(a) Each Owner covenants and agrees that any lease of a Dwelling Unit shall be in writing, shall be for the whole Dwelling Unit and not some portion thereof, 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 the Governing Documents 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 the Governing Documents, 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 any provision of the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, to the extent the Association is put on notice of the lease as provided herein, and such fine may be assessed against the lessee. The Owner and the lessee shall be jointly and severally liable for any and all fines assessed against the lessee. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Governing Documents 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 applicable Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, 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 Dwelling Unit 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.

6.23 Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to anyone in the Development, as determined in the sole discretion of the Board.

6.24 Firearms and Fireworks: The display or discharge of firearms, bows, archery equipment or fireworks on the Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted for the limited purpose of securely transporting the firearms across the Common Area to or from the Owner's Lot. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

### **PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

#### **Article VII: The Association and its Members**

7.1 Function of Association: The Association is the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

7.2 Membership: Every Owner shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 7.3 and in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by an officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

7.3 Voting: All Owners shall be Members. Members shall have one equal vote for each Lot in which they hold the interest required for membership under Section 7.2, except that there shall be only one (1) vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 9.9, or for any Lot that is delinquent in the payment of Assessments or is in violation of the Governing Documents.

Except as otherwise specified in this Declaration or the By-Laws, the vote for each Lot owned by a Member shall be exercised by the Member. In any situation where there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being

taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

### **Article VIII: Association Powers and Responsibilities**

#### **8.1 Acceptance and Control of Association Property:**

(a) The Association may acquire, hold, lease (as lessor or lessee), mortgage and operate tangible and intangible personal property and real property, subject to the provisions of Section 15.2 hereof, provided, however, that sales of any Common Area requires the approval of a majority of Members present in person, or by proxy, at a special meeting called for that purpose. The Association may enter into leases, licenses, easements and operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by others for the provision of goods or services for the general benefit or convenience of Owners, Occupants, and residents of the Properties.

(b) The Association shall be responsible for management, operation, and control of the Common Area. The Board may adopt such reasonable rules and regulations regarding use of the Common Area as it deems appropriate.

8.2 Maintenance of Area of Common Responsibility: The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

(a) all portions of and Structures situated on the Common Area, including but not limited to the pool area and Clubhouse;

(b) areas within public rights-of-way containing signage identifying the Properties;

(c) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any covenant to share costs, or any contract or agreement for maintenance thereof entered into by the Association; and,

(d) all Water Features located within the Properties which serve as part of the storm water drainage system for the Properties, including improvements and equipment installed therein or used in connection therewith.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own.

The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members representing 75% of the eligible votes in the Association agree to discontinue such operation.

8.3 Insurance:

(a) Required Coverages: The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Area of Common Responsibility to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes, as determined by an appropriate appraisal performed not less than every five (5) years;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least two million dollars (\$2,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Worker's compensation insurance and employers' liability insurance, if and to the extent required by law;

(iv) Directors' and officers' liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-quarter (1/4) of the anticipated amount of reserves on hand for any fiscal year, plus one-quarter (1/4) of the annual Base Assessments on all Lots. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in the exercise of its business judgment, determines advisable;

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses, unless the Board reasonable determines that other treatment of the premiums is more appropriate.

(b) Policy Requirements: The Association shall arrange for a bi-annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Savannah area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 8.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against Owner(s) and their Lots as a Specific Assessment.

All insurance coverage obtained by the Board shall, if commercially reasonable:

(i) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association. Policies on the Common Areas shall be for the benefit of the Association and its Members.

(iii) not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual;

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(vii) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager; the Owners and their tenants, servants, agents, and guests;

(viii) an endorsement excluding Owner's individual policies from consideration under any "other insurance" clause;

(ix) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(x) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Restoring Damaged Improvements: In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of 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 buildings codes.

Damaged improvements on the Common Area shall be repaired or reconstructed promptly after receipt of insurance proceeds, as determined by the Board.

Any insurance proceeds remaining after paying the cost of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall.

#### 8.4 Compliance and Enforcement:

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents. In the event of a violation of the Association Legal Documents, the Association shall provide written notice of the violation to the Owner which identifies the violation and the course of action being taken by the Board. Upon receiving notice of the violation, the Owner shall have ten (10) calendar days within which to request a hearing before the Board to contest the violation. The Board shall schedule the hearing as soon as reasonably possible. The Board has full and final discretion to uphold its decision. The Association shall have the power to take any or all of the following actions separately or simultaneously:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. In the event that any occupant, guest, or invitee of a Lot violates the Governing

Documents and a fine is imposed, the fine shall be the joint and several liability of the violator and the Owner;

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any of the Common Areas, including the recreational facilities; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help to remedy a situation, with all expenses associated with any self-help remedy being assessed to the Owner and becoming a lien on the Lot;

(vi) requiring an Owner, at its own expense, to remove any Structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(b) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth for notice and a hearing:

(i) without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Design Standards from continuing or performing any further activities to the Properties;

(ii) abating an immediate violation on the Common Area and exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(iii) any enforcement action taken pursuant to Article IX for the non-payment of assessments;

(iv) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both; and/or

(v) impose fines if the same violation occurs again on the same Lot, in which case fines may be imposed on a per day basis without any further notice to the violator.

(c) Right of Abatement: In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(d) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, including the advice of the Association's counsel, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce city and county ordinances, if applicable, for the benefit of the Association and its Members, and any municipality having jurisdiction may enforce ordinances within the Properties.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

8.5 Implied Rights; Board Authority: The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.



The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not create any independent legal duty to institute litigation on behalf of or in the name of the Association or the Members.

In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Board members shall be subject to, and their actions shall be judged in accordance with the business judgment rule. The business judgment rule protects a board member from personal liability so long as the board member serves in a manner the board member believes to be in the best interest of the Association and Members and serves in good faith, and acts with such care as an ordinarily prudent person in a like position would under similar circumstances.

**8.6 Indemnification of Officers, Directors, and Others:** Subject to Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

**8.7 Safety and Security:** Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. The Association shall not in any way be considered insurers or guarantors of safety or security within The Villages of Godley Station, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or

circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all Occupants of its Lot that the Association and its Board and committees, are not insurers or guarantors of security or safety and that each Person within the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

8.8 Provision of Services: The Association may provide, or provide for, services and facilities for the Owners and their Lots, and shall be authorized to enter into and terminate contracts or agreements with other entities to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Base Assessment if provided to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, security, pool maintenance, caretaker, transportation, fire protection, utilities, and similar services and facilities.

Nothing in this Section shall be construed as a representation by the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

8.9 Relationships with Other Properties: The Association may enter into contractual agreements or covenants to share costs with any neighboring property to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance.

#### **Article IX: Association Finances**

9.1 Budgeting and Allocating Common Expenses: At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 9.2.

The Association is authorized to levy Base Assessments equally against all Lots subject to the terms of this Article IX. In determining the Base Assessment rate per Lot, the Board may consider (i) any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year, and (ii) a reasonable estimate of Lots anticipated to be delinquent in the payment of assessments.

The Board shall send a copy of the final budget, by email to the extent an Owner provides his or her email address to the Association, and in all other instances by regular mail,

together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved at a meeting by Members representing at least seventy-five percent (75%) of the votes in the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws. Any such petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirement and the right of the Members to disapprove the revised budget as set forth above.

9.2 Budgeting for Reserves: The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 9.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

9.3 Special Assessments: In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.4 Specific Assessments: The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Lots upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 8.8). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests.

(c) for monetary fines as provided in Section 8.4 hereof.

9.5 Time of Payment: Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the

transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

9.6 Obligation for Assessments: Each Owner, by accepting a deed for any portion of the Properties, whether or not it is expressed in such deed, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of 10% per annum or such other rate as the Board may establish, subject to the limitations of Georgia law), late charges calculated as \$10.00 or 10% of the past due assessment, whichever is greater, costs, and attorneys' fees actually incurred, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Area or abandonment of his or her Lot, or by other means or for any reason whatsoever. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

9.7 Delinquent Assessments: All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 20 days of the due date, or such later date as may be provided by the Board of Directors:

(a) 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 Georgia law, may be imposed without further notice or warning to the delinquent Owner;

(b) interest at the rate of 10% per annum, or such higher rate as may be authorized by Georgia law, shall accrue from the due date;

(c) the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

(d) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Area are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

9.8 Lien for Assessments: The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Georgia law), and costs of collection (including attorneys' fees actually incurred). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any Recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and

(c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the date of Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for assessments on such Lot due prior to such acquisition of title, but shall immediately begin paying Assessments from the date of the foreclosure. Any such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 9.6, including such acquirer, its successors and assigns.

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Chatham County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclose sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$1,000.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Chatham County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

9.9 Exempt Property: The following property shall be exempt from payment of Base Assessments, Special Assessments and Specific Assessments:

- (a) All Common Area and such portions of the property owned by the Association are included in the Area of Common Responsibility; and
- (b) Any property dedicated to and accepted by any governmental authority or public utility.

9.10 Surplus Funds and Common Profits: Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account.

## **PART FOUR: PROPERTY RIGHTS WITHIN THE COMMUNITY**

### **Article XI: Easements**

11.1 Easements in Common Area: Association grants to each owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The Board's right to:
  - (i) adopt rules regulating use and enjoyment of the Properties and the Common Area, including rules limiting the number of guests who may use the Common Area and establishing procedures and costs for reservation of any recreational facilities;
  - (ii) suspend the right of an Owner to use recreational facilities within the Common Area (A) for any period during which any charge against such Owner's Lot remains delinquent, and (B) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the By-Laws;
  - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;
  - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
  - (v) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees, and guests upon payment of use fees established by the Board and designate other areas and facilities within the Area of Common Responsibility as open for the use and enjoyment of the public; and
  - (vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in section and 15.2.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

11.2 Easements for Utilities, Etc:

(a) Installation and Maintenance: Association reserves for itself, and grants all utility providers, perpetual non-exclusive easements throughout the Properties (but not through a Structure) to the extent reasonably necessary for the purpose of:

(i) installing utilities and infrastructure to serve the Properties, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, drainage systems, street lights, and signage on property which Association owns or within public rights-of-way or easements reserved for such purpose on Recorded plats;

(ii) inspecting, maintaining, repairing, and replacing the utilities, infrastructure, and other improvements described in Section 11.2(a)(i); and

(iii) access to read utility meters.

Notwithstanding the above, the Association reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Minimal Interference: All work associated with the exercise of the easements described in subsection (a) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the Structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.3 Easements for Maintenance, Emergency, and Enforcement: The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the owner.

11.4 Easements for Lake and Pond Maintenance and Flood Water: The Association reserves for itself, and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon Water Features located within the Area of Common Responsibility or any Lot to (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair Structures and equipment used for retaining water; and (c) maintain such areas in a manner



consistent with the Community-Wide Standard. The Association, and its successors, assigns, and designees shall have an access easement over and across any of the Properties abutting or containing Water Features to the extent reasonably necessary to exercise their rights under this Section.

The Association further reserves for itself, and its successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the Dwellings Units thereon) adjacent to or within 100 feet of bodies of water and wetlands within the Properties, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Association or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

## **PART FIVE: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

### **Article XII: Dispute Resolution and Limitation on Litigation**

#### **12.1 Agreement to Encourage Resolution of Disputes Without Litigation:**

(a) All Owners subject to this Declaration agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Properties without the emotional and financial costs of litigation. Accordingly, each Owner agrees not to file suit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Owner under the Governing Documents; or

(iii) the design or construction of improvements within the Properties, other than matters of aesthetic judgment under Article IV, which shall not be subject to review; except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 12.2:

(A) any suit by the Association to collect assessments or other amounts due from any Owner;

(B) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Declaration (relating to creation and maintenance of community standards);

(C) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing documents;

(D) any suit in which any indispensable party is not an Owner; and

(E) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 12.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

#### 12.2 Dispute Resolution Procedures:

(a) Notice: If the Claim falls under the purview of Section 12.1(b), then the party asserting a Claim ("Claimant") against another party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (*i.e.*, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation: The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation: If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Section 12.2(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Chatham County area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

(d) Settlement: Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

### **Article XIII: Mortgage Provisions**

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

13.1 Notices of Action: An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot 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 Lot 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 Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Governing Documents relating to such Lot or the Owner or Occupant which is not cured within sixty (60) days or;

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

13.2 No Priority: No provision of this 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 Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.3 Notice to Association: Upon request, each owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

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

## **PART SIX: CHANGES IN THE COMMUNITY**

### **Article XIV: Changes in Ownership of Lots**

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require within fifteen (15) days of the transfer.

### **Article XV Changes in Common Area**

15.1 Transfer or Dedication of Common Area: The Association may dedicate portions of the Common Area to Chatham County, Georgia, the City of Pooler, or to any other local, state, or federal governmental or quasi-governmental entity.

### **Article XVI: Amendment and Duration of Declaration**

16.1 Amendment: Amendments to the Declaration shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members. Such amendment must be approved by Members holding at least one-thirds (1/3rds) of the total votes in the Association; provided, however, that any amendment which materially and adversely affects the security title and interest of any Eligible

Holder must be approved by such Eligible Holder. Amendments may be adopted by written consent or ballots as set forth under Article 3, Section 9 of the Bylaws.

(c) The agreement of the required percentage of the Members and, where required any Eligible Holder, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, a certification of the President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, stating that the agreement of the required parties was lawfully obtained.

16.2 Validity and Effective Date: If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the real property records of the Office of the Clerk of Superior Court of Chatham County, Georgia, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

16.3 Exhibits: Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Article XV. All other exhibits are attached for informational purposes and may be amended as provided therein, or in the provisions of this Declaration which refer to such exhibits.

16.4 Duration: This Declaration and the covenants and restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of Superior Court of Chatham County, Georgia, after which time this Declaration and the Restrictions contained herein shall be automatically renewed for successive periods of twenty (20) years; provided, however, that after the end of the said twenty (20) year period and during any twenty (20) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by ninety percent (90%) vote of the total votes in the Association.

## **Article XVII: Miscellaneous**

17.1 Conflicts: In the event of any conflicts between applicable Georgia law, or any of the provisions of the Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association, the provisions of applicable law shall control first, then the provisions of the Declaration, and then the provisions of the Bylaws.

17.2 No Reverter: No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

17.3 Severability: A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

17.4 Headings: The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

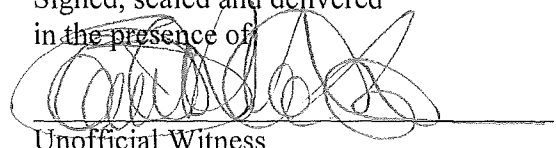
17.5 Gender: Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

17.6 Governing Law: This Declaration shall be governed by the laws of the State of Georgia.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this 4th  
day of December, 2018.

Signed, sealed and delivered  
in the presence of

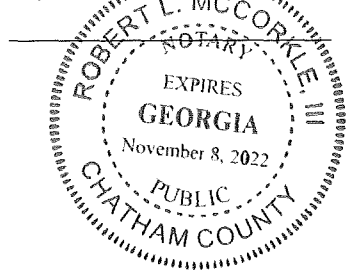


Unofficial Witness




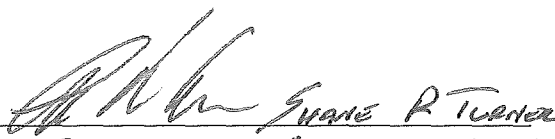
Notary Public

My Commission Expires:



**The Villages at Godley Station Homeowners' Association, Inc.**, a Georgia non-profit corporation

By:   
Its: President

Attest:   
Its: SECRETARY - GODLEY STATION HOA

[CORPORATE SEAL]



## Exhibit "A"

### Legal Description

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 1-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 20-S, Page 17**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, and being more particularly described and shown on that certain Subdivision Map of The Villages at Godley Station, **Phase 1-A**, aka Godley Village as **common areas, green spaces, ponds and/or lagoons**, said map being prepared for Godley Station Developers by EMC Engineering Services, Inc., dated June 1, 2000, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 20-S, Page 17**.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 1-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 20-S, Page 49**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, and being more particularly described and shown on that certain Subdivision Map of the Villages at Godley Station, **Phase 1-B**, aka Godley Village, as **common areas, green spaces, ponds and/or lagoons**, said map being prepared for Godley Station Developers by EMC Engineering Services, Inc., dated June 6, 2000 and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in **Subdivision Map Book 20-S, Page 49**.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 2-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 21-S, Page 26**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain lot, tract or parcel of land situate, lying and being known as the common areas of THE VILLAGES AT GODLEY STATION (a/k/a Godley Village), **Phase 2-A**, Chatham County, Georgia, as shown as **common areas, green spaces, ponds and/or lagoons** on that certain Subdivision Plat of



**Phase 2-A**, Godley Village, prepared for Godley Station Developers by EMC Engineering Services, Inc., dated May 7, 2001, being recorded in **Subdivision Map Book 21-S, Page 26**, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said map is incorporated herein by specific reference.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 2-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 21-S, Page 26**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain lot, tract or parcel of land situate, lying and being known as the common areas of The Villages at Godley Station (a/k/a Godley Village), **Phase 2-B**, Chatham County, Georgia, as shown as **common areas, green spaces, ponds and/or lagoons** on that certain Subdivision Plat of **Phase 2-B**, Godley Village, prepared for Godley Station Developers by EMC Engineering Services, Inc., dated May 7, 2001, being recorded in **Subdivision Map Book 21-S, Page 26**, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said map is incorporated herein by specific reference.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 2-C** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 22-S, Page 75**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain lot, tract or parcel of land situate, lying and being known as the common areas of The Villages at Godley Station (a/k/a Godley Village), **Phase 2-C**, Chatham County, Georgia, as shown as **common areas, green spaces, ponds and/or lagoons** on that certain Subdivision Plat of **Phase 2-C**, Godley Village, prepared for Godley Station Developers by EMC Engineering Services, Inc., dated August 21, 2001, being recorded in **Subdivision Map Book 22-S, Page 75**, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said map is incorporated herein by specific reference.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 2-D** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 22-S, Page 74**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain lot, tract or parcel of land situate, lying and being known as the common areas of The Villages at Godley Station (a/k/a Godley Village), **Phase 2-D**, Chatham County, Georgia, as shown as **common areas, green spaces, ponds and/or lagoons** on that certain Subdivision Plat of **Phase 2-D**, Godley Village, prepared for Godley Station Developers by EMC Engineering Services, Inc., dated August 14, 2001, being recorded in **Subdivision Map Book 22-S, Page 74**, in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said map being incorporated herein by specific reference.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 3-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 26-S, Pages 2A - B**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 3-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 26-S, Pages 73A - C**, as revised by **Subdivision Map Book 27-S, Pages 41A - C**. Said subdivision maps are incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 4-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 27-S, Pages 77A - C**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 4-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 28-S, Pages 59A - C**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 5-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 30-S, Pages 2A - C**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 5-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 30-S, Page 44**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 5-C** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 30-S, Page 45**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 6-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 31-S, Page 10**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 6-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 31-S, Pages 86A - C**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 7-A** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 32-S, Page 44**. Said subdivision map is incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 7-B** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 33-S, Page 85A**, as revised in **Subdivision Map Book 35-S, Pages 76A - B**. Said subdivision maps are incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 7-C** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 35-S, Pages 23A – B**, as revised in **Subdivision Map Book 38-S, Pages 38A - B**. Said subdivision maps are incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All that certain tract or parcel of land located in The Villages at Godley Station (aka Godley Village), 8<sup>th</sup> G.M. District, Pooler, Chatham County, Georgia, being designated as **Phase 8** on that certain Subdivision Plat recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in **Subdivision Map Book 39-S, Pages 20A – B**, as revised by **Subdivision Map Book 39-S, Pages 69A - B**. Said subdivision maps are incorporated herein by this reference for a more complete description of the property.

AND ALSO:

All those certain lots, tracts or parcels of land constituting **common area** for The Villages at Godley Station Homeowners Association, Inc., being more particularly described on the following subdivision maps or plats, recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia:

- 26-S, Page 2-A
- 26-S, Page 73-A
- 27-S, Page 77-A
- 28-S, Page 59-A
- 30-S, Page 2-A
- 30-S, Pages 44-45
- 31-S, Page 10
- 31-S, Page 86-A
- 32-S, Page 44
- 33-S, Page 85-A
- 35-S, Page 23-A

Said maps and plats are incorporated herein by reference for a more complete description of said common areas.

Also included in this legal description is the **amenity area for The Villages at Godley Station**, as shown on the aforesaid maps or plats and other plats for various phases for The Villages at Godley Station, Chatham County, Georgia.

**Exhibit "B"**

**ByLaws**

[See attached]

**BY-LAWS OF  
THE VILLAGES AT GODLEY STATION  
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
Name, Location and Applicability**

**Section 1. Name.** The Name of the Association is **THE VILLAGES AT GODLEY STATION HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the “Association”).

**Section 2. Principal Office.** The principal office of the Association (until otherwise designated by the Board, as hereinafter defined) shall be located at 306 Godley Station Blvd N., Pooler, Chatham County, Georgia 31322 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.

**Section 3. Registered Office.** The registered office of the Association shall be located at 306 Godley Station Blvd N., Savannah, Chatham County, Georgia 31322, or such other offices as the Board of Directors shall select.

**Section 4. Other Offices.** The Association may also have offices at such other places both within and outside the State of Georgia as the Board of Directors may from time to time determine or the business of the Association may make appropriate.

**Section 5. Applicability.** All previous versions of the By-Laws are hereby revoked and are hereby amended and replaced in their entirety. These By-Laws are binding on all present or future owners, tenants, residents, and other persons occupying or using the facilities at The Villages at Godley Station in any manner. The mere acquisition, rental or act of occupancy of any part of said houses or property subjects said owner, tenant or occupant to these By-Laws, as well as that certain “Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for **The Villages at Godley Station**,” recorded in Deed Book 1508, Page 100, of the Office of the Clerk of Superior Court of Chatham County, Georgia (the “Declaration”). All capitalized terms not otherwise defined herein shall have the meaning assigned thereto in the Declaration.

**ARTICLE 2  
Membership**

**Section 1. Members.** Every Owner shall be a Member of the Association pursuant to the Second Amended and Restated Declaration of Easements, Covenants and Restrictions for the Villages at Godley Station (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 Base, Special, Specific, and any other assessments or obligations 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 pursuant to the terms of the Declaration; 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, suspend the rights of such person for violation of such rules and regulations as provided in the Declaration.

### **ARTICLE 3** **Meetings of Members**

**Section 1. Location of Meetings.** All meetings of members shall be held at such place within Chatham County, 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 during the month of January in each year. At each such meeting, to the extent a vote is required, the members shall, by majority vote of those present in person or by proxy, unless otherwise stated in the Declaration, 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, the President of the Association, or by written request to the Board of Directors by Members representing fifteen percent (15%) of the total vote of the Association.

**Section 4. Notice of Meetings.** 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 communicated 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, a vote will be taken to elect the Directors of the Association and any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for discussion (unless otherwise provided by law). Only matters that were stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

**Section 6. Quorum.** The presence of twenty (20) members, in good standing, present in person or by proxy, shall constitute a quorum at all annual meetings of members, except as otherwise provided by law. The presence of forty-five (45) members, in good standing, in person or by proxy, shall constitute a quorum at all special meetings. 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.

**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 the following provisions shall apply. Each member shall be entitled to one vote per lot on each matter submitted to a vote at a meeting of members. A member may vote either in person or by proxy 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. 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 of Directors' discretion, any action that may be taken by the members at any annual, regular, or special meeting may be taken without a meeting, including, without limitations amendments to the Declaration or these Bylaws, if the board of directors 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 signed 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 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 of directors 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 number of directors shall be no fewer than five (5) nor more than seven (7) individuals. If an Owner is a corporation or institution, one of its principal officers may serve as a director. The directors shall be elected at the annual meeting of members, and each director elected shall serve for staggered two (2) year terms. At the first annual meeting after adoption of these ByLaws, the entire board shall be up for election. The number of nominees filing the even number of directorships receiving the highest number of votes shall serve a two (2) year term, and the nominees receiving enough votes to fill the remaining directorships shall serve a one (1) year term (Ex: If seven (7) directorships are up for election, the four (4) nominees receiving the highest number of votes shall serve two (2) year terms, and the following three (3) nominees receiving the highest votes shall serve one (1) year terms). Directors shall be elected by a plurality vote.

**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 the members representing fifteen percent (15%) of the total votes of the Association.

(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 recreational facilities and the personal conduct of the members and their employees and guests on the Properties.

(e) To maintain insurance as provided in the Declaration.

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

(g) To contract for the management of the Villages at Godley Station 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.

(h) 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.

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

(j) 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.

(k) To enforce the Community Wide Standard (as defined in the Declaration).

**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, 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 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 inside or outside 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 5.

**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.** The presence of 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 five (5) 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. It shall be the sole responsibility of the director or member to inform the Association of any change in address.

**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, at a minimum, consist of 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. An officer must be an owner of a Lot and a member of the Board of Directors..

**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** **Committees**

**Section 1. Committees.** The Board may create and disband committees of Board Members and/or Members for any reason, provided, however, that the Architectural Review Committee shall be a standing committee. Any such committees created shall advise the Board on matters pertaining to the purpose for which any committee is created and appointed, have the powers authorized by the Board and shall serve at the pleasure of the Board.

## **ARTICLE 9** **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.

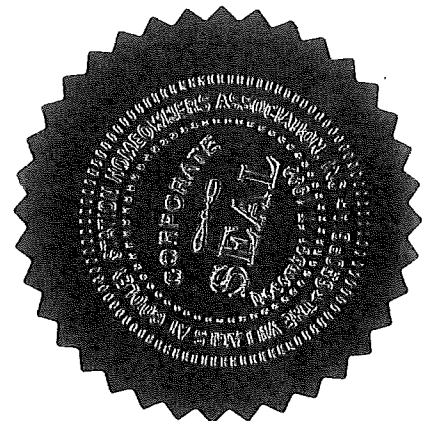
Not later than two (2) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

**Section 5. ByLaw Amendments.** These ByLaws may be altered, amended, or replaced or new ByLaws may be adopted at a special meeting of the Members called by the Board of Directors specifically for the purpose of altering, amending, or replacing these ByLaws. Amendment shall require a majority vote of the Members present, in person or by proxy, at such meeting, provided a quorum is present.

**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.

*[Handwritten Signature]*  
ROBERT STATION HOA - SECRETARY





SECRETARY'S CERTIFICATION

I, SHANE TURNER, the undersigned duly authorize Secretary of The Villages of Godley Station Homeowner's Association, Inc., a Georgia non-profit corporation (the "Association"), do hereby certify that this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions and Bylaws were duly approved on November 5, 2018 by the Members of the Association present in person or by proxy at a Special Meeting duly noticed and called for that purpose.

This 4<sup>th</sup> day of December, 2018.

Signed, sealed and delivered this 4<sup>th</sup> day of December, 2018, in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Printed Name: SHANE TURNER

[Signature]  
Notary Public

My Commission Expires:

