

DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR PELICAN PLACE

GLYNN COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on the 15th day of April, in the year One Thousand Nine Hundred Ninety-Two, by the RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver for Hill Financial Savings Association (the "RTC"), and CARRIE GWENDOLLYN INGRAM, an individual resident of the State of Georgia ("Ingram").

W I T N E S S E T H:

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WHEREAS, the RTC and Ingram are the owners of the "Pelican Place Property" (as that term is hereinafter defined) and the Pelican Place Property has been developed for residential purposes; and

WHEREAS, the RTC and Ingram desire to provide open spaces, driveways, green belts and other facilities for the benefit of the persons who shall reside on the "Lots" (as that term is hereinafter defined); and

WHEREAS, in order to insure the enjoyment of such open spaces, driveways, green belts and other facilities by the residents of the said Lots, and in order to protect and enhance the value of the said Lots, it is desirable to create an association to administer and enforce the covenants and restrictions imposed by this Declaration on the individually owned properties, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any said Lot automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE:

ARTICLE I  
DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

"Annual Assessment" shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Lots each year for the

purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article V hereof).

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean the Pelican Place Owners Association, Inc., a Georgia non-profit membership corporation.

"Association Property" shall mean the real property which is described on Exhibit "B" to this Declaration and all improvements located thereon.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

"Declarant" shall mean the RTC and shall include any successor or assign of the RTC (other than a person acquiring only one (1) Lot) who shall acquire the entire interest in the Pelican Place Property which was owned by the immediate predecessor-in-title of such successor or assign.

"Declaration" shall mean this Declaration of Covenants and Restrictions, as the same may be hereafter amended in accordance with the terms and provisions of Article IX hereof.

"First Mortgage" shall mean a Mortgage conveying a first and superior lien upon or security title to any Lot or Lots executed by any owner or owners of such Lot or Lots in favor of a financial institution, such as, but not limited to, a bank, savings and loan association, real estate investment trust, pension fund or insurance company.

"Improved Lot" shall mean a Lot on which there is located a building for which a certificate of occupancy has been issued by the applicable governmental authority.

"Lot" shall mean each of Lot Nos. 1 through 22, inclusive, as shown and depicted on the Subdivision Plat, and each of which consists of a portion of the Pelican Place Property which has been subdivided for use as an individual building lot and is shown as such on the Subdivision Plat.

"Mortgage" shall mean a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property as security for the performance of an obligation.

"Pelican Place Property" shall mean the real property located in Glynn County, Georgia, which is more particularly described on Exhibit "A," hereto attached and made a part hereof.

"Person" shall mean a natural person, corporation, trust, partnership or any other legal entity.

"Subdivision Plat" shall mean that certain Final Plat for Pelican Place, prepared by Ralph E. Lackey and Associates, Inc., dated January 2, 1992, recorded in Plat Drawer 21, Map 293, Glynn County, Georgia Records.

"Unimproved Lot" shall mean a Lot which is not an Improved Lot.

## ARTICLE II LOTS

Section 1. Lots Hereby Subjected to this Declaration. The Declarant, for itself, its successors and assigns, does hereby covenant that Lot Nos. 1 through 15, and 17 through 22 be, and Ingram does hereby covenant that Lot No. 16 be, and the same hereby are, subjected to this Declaration as Lots.

The Declarant, for itself, its successors and assigns, and Ingram, for her heirs, successors and assigns, hereby further covenant that the above-described property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots, including, but not limited to, the lien provisions set forth in Article V hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with the Lots.

Section 2. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Lot does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Lot, agree to all of the terms and provisions of this Declaration. Each of the Lots is subject to all the burdens, and enjoys all the benefits, made applicable hereunder to the Lots.

Section 3. Easements Over the Lots. The Lots shall be subjected to, and the Declarant and Ingram do hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Lot shall be subject to all easements which are shown and depicted on the Subdivision Plat as affecting and burdening such Lot;

(b) Each Lot shall be subject to an easement in favor of the Association for the performance of the landscaping and grounds maintenance work which is the responsibility of the Association pursuant to Section 1, Article VIII of this Declaration.

(c) Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under the circumstances and for the purposes described in Section 3, Article VIII of this Declaration; and

(d) That portion of each Lot which is located within five (5) feet of the front, side, or rear boundary lines of such Lot shall be subject to an easement for the installation, maintenance and use of water, electric, telephone, gas, cable, and sanitary sewer lines serving the other Lots.

In addition to the easements described in the foregoing of this Section 3, each Lot is also subject to all easements which are existing of record in regard to such Lot on the date this Declaration is filed for record with the Clerk of the Superior Court of Glynn County, Georgia.

Section 4. Party Walls. Each wall which is built as part of the original construction of a building constructed on any Lot and placed on the dividing line between that Lot and the adjoining Lot shall constitute a party wall. To the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls shall apply to such party wall. The owner of the Lot on each side of each such party wall shall have an easement in the portion of the party wall which is not on his Lot for the use of such party wall for the support of his building. Such easement shall include the right to connect a new building to such a party wall if the building which was originally connected to the party wall is destroyed. The cost of repairs and maintenance of each party wall shall be borne equally by the owner of each building which is connected thereto.

ARTICLE III  
ASSOCIATION PROPERTY

Section 1. Association Property. Immediately following the filing of this Declaration with the Clerk of the Superior Court of Glynn County, Georgia, the real property which is described on Exhibit "B," hereto attached and made a part hereof, will be

conveyed to the Association by the Declarant and Ingram as Association Property. By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept the conveyance to it of the real property which is described on Exhibit "B" as Association Property, subject to all of the easements and restrictions which are set forth in this Declaration as applicable to Association Property.

Section 2. Members' Rights in Association Property. Every owner of every Lot shall have a non-exclusive right and easement of enjoyment of use in and to the Association Property and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in Section 3 of this Article III and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Lot during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations.

Section 3. Easements Over Association Property. All Association Property is and shall be subject to, and the Declarant, Ingram and the Association do hereby grant, the following easements:

(a) An easement in favor of the Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Lot, including, but not limited to, storage areas and signs. Such easements shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any portion of this Declaration which may be construed to the contrary, but shall terminate at such time as all of the Lots have been fully improved by the construction thereon of residential buildings and all such improvements have been conveyed to original owners thereof by the Declarant;

(b) Permanent easements in favor of all utility companies, authorities, and political subdivisions, for the installation, construction, maintenance and use of utility and drainage facilities, and an easement for access to all utility and drainage facilities so installed or constructed;

(c) A permanent, non-exclusive easement in favor of all other portions of the Pelican Place Property for the installation, replacement, repair, maintenance and use of cable and television cables and equipment, and cable and equipment necessary in connection with the provision of cable television, fire alarm and security services to any residence located on any Lot;

In addition to the easements described in the foregoing provisions of this Section 3, the Association Property is also subject to all easements which are existing of record in regard to the Association Property on the date on which this Declaration is filed for record with the Clerk of the Superior Court of Glynn County, Georgia.

#### ARTICLE IV THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Glynn County, Georgia, the Declarant has caused to be formed, and there does now exist, under its Articles of Incorporation and Bylaws, the Association.

The Association is and shall be responsible for:

(a) The ownership, management and operation of the Association Property;

(b) The performance of the maintenance and repair work which is its responsibility under the provisions of Section 3, Article VIII of this Declaration.

(c) The enforcement of the covenants and restrictions set forth in this Declaration; and

(d) The performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Lot is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for the Class B member. Until such time as the Class A members shall be entitled to full voting privileges, as hereinafter specified, the Class A membership shall be a non-voting membership except as to such matters and in such events as are hereinafter specified.

The Class A members shall be entitled to full voting privileges on the earlier of the following dates to occur: (i) the date which the Declarant may so designate by notice in a writing delivered to the Association, or (ii) one (1) month after the date on which all of the Lots shall have been conveyed by the Declarant to owners thereof. Before the earlier of these dates to occur, the Class A members shall be entitled to vote only on (a) any proposal pursuant to Article IX of this Declaration to amend this Declaration, and (b) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. When entitled to vote, Class A members shall be entitled to cast one (1) vote for each Lot in which they hold an interest required for membership by Section 2 of this Article IV. When more than one person holds such interest or interests in any Lot, the vote for such Lot shall be exercised as such persons among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote with respect to such Lot shall not be counted.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. At such time as the Class A members shall be entitled to full voting privileges, as provided in paragraph (a) hereof, the Class B membership shall automatically terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote, may be suspended by the Board of Directors, pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien in favor of the Association on the Lot (owned by such member).

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote.

Section 7. Professional Management. The Board of Directors may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, and may enter into such agreements for the performance by such person or other entity of the responsibilities of the Association as the Board of Directors may deem to be in the best interests of the Association.

## ARTICLE V ASSESSMENTS

Section 1. Lien for Assessments. The Declarant, as the owner of the Lots owned by it, and Ingram, as the owner of the Lot owned by her, hereby covenant, and each person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such person in accordance with the terms and provisions of this Declaration. All annual and special assessments levied by the Association, together with interest thereon and the costs of collection thereof, as hereinafter provided, shall be a permanent charge on, and shall be a continuing lien upon, the Lot against which each such assessment is levied.



Section 2. Personal Obligation of Members. Each member of the Association, by acceptance of a deed or other conveyance to the Lot(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Lot(s), and by taking record title to such Lot(s), shall be deemed to covenant and agree to pay to the Association:

(a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 of this Article V; and

(b) When properly authorized in accordance with Section 5 of this Article V, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Lot against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments. The assessments levied by the Association pursuant to this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with its performance of its duties and responsibilities (as set forth in Section 1 of Article IV hereof) pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: payment of the premiums for all policies of insurance maintained by the Association; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for such purposes as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; payment of bills for power service provided to the Association; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services.

Section 4. Determination of Annual Assessment. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year. The Board of Directors shall thereupon adopt a budget for

the Association based upon such estimate and providing for the total annual assessment to be levied against all of the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). The amount so determined by the Board of Directors to be the total Annual Assessment shall then be levied against all of the members of the Association and the Lots. Each Improved Lot shall be assessed an equal share of every Annual Assessment, and each Unimproved Lot shall be assessed an equal share of every Annual Assessment; provided, however, the amount of the Annual Assessment for which each Unimproved Lot shall be so assessed shall be equal to twenty percent (20%) of the amount of the Annual Assessment for which each Improved Lot shall be so assessed. The change in status of an Unimproved Lot becoming an Improved Lot during any fiscal year shall not have the effect of increasing the amount of the Annual Assessment which shall be so levied against such Lot for the remaining portion of such fiscal year. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Lot, to the owner of every Lot prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Special Assessments. If for any reason (including non-payment of any assessments to the Association by the persons liable therefor or the performance by the Association of any maintenance or repair work pursuant to the provisions of Section 3 of Article VIII of this Declaration) the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs which are the responsibility of the Association, the Board of Directors shall have the authority to levy a special assessment against the Lots and the owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and in such installments as the Board of Directors shall determine. Each Lot (i.e., both Improved and Unimproved Lots) shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment, which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent member, which lien shall bind such Lot or Lots in the hands of the then owner, and his heirs, devisees, successors and assigns. In addition to such lien rights, the personal obligation of the member of the Association to pay such amounts shall remain his personal obligation following any transfer or conveyance of any Lot owned by him, notwithstanding any agreement between such member and the person to whom any Lot owned by him may be transferred or conveyed pursuant to which such person may assume such obligation. Assessments levied against any Lot after its conveyance of record shall not be the obligation of the seller/grantor of such conveyance, but shall be the obligation of the buyer/grantee.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 6 shall bear interest from the date of delinquency at the lower of the rate of fifteen (15%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Lot or Lots of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts. Each member of the Association, by his acceptance of a deed or other conveyance to his Lot or Lots, and by acceptance of such ownership, and by taking record title thereto, shall vest in the Association or its agents the right and power to bring all actions against him personally for the collection of such amounts as a debt, and to foreclose the aforesaid lien, in any appropriate proceeding at law or in equity. The lien provided for in this Article V shall be in the name of the Association for the benefit of all other members thereof. The Association, acting on behalf of the other members thereof, shall have the power to bid in the Lot or Lots in any foreclosure sale, and to acquire, hold, lease, mortgage and convey the same.

Section 7. Subordination. The lien provided for in this Article V is and shall be subordinate to any First Mortgage to which any Lot shall be subject if, and only if, all assessment payments as shall be due and payable to the Association by the owner of such Lot have been or are paid at the time the Lot is subjected to such First Mortgage. In the event that the holder of a First Mortgage on any Lot or other person shall acquire title to such Lot as a result of foreclosure of such First Mortgage, or in the event that the holder of any First Mortgage on any Lot shall acquire title to such Lot by deed or assignment in lieu of foreclosure, such holder or other person shall take the Lot free of any claims for unpaid assessments against the Lot which accrued prior to the time such holder or other person acquired title to such Lot, except for claims for a share of such assessments resulting from a reallocation of such assessments against all of the Lots, including the Lot which was subject to such First Mortgage.

The lien hereby subordinated is subordinated only to the extent that such lien secures the payment of assessments having a due date subsequent to the date such First Mortgage is filed for record, and prior to the satisfaction, cancellation or foreclosure of such First Mortgage, or the sale or transfer of the Lot or Lots subject to the First Mortgage pursuant to any proceeding in lieu of foreclosure.

The subordination described in the preceding paragraph is merely a subordination, and shall not relieve any owner of any Lot of his personal obligation to pay all assessments levied against each Lot owned by him coming due at a time when he is the owner of such Lot, nor shall any sale or transfer of such Lot to the holder of such First Mortgage, or to any other person pursuant to a decree of foreclosure, or to the holder of such First Mortgage pursuant to any other proceeding in lieu of foreclosure, or pursuant to a sale under power, relieve such Lot or the then owner of such Lot from the liability for the payment of any assessments coming due after such sale or transfer.

ARTICLE VI  
ARCHITECTURAL CONTROL

Section 1. Architectural Restrictions.

(a) No building shall be constructed on any Lot unless such building contains at least one thousand four hundred (1,400) square feet of heated space, exclusive of screened porches and garages.

(b) No two story building which shall be constructed on any Lot shall contain more than one thousand seven hundred (1,700) square feet of interior space on the bottom story level of such

building, or more than two thousand four hundred (2,400) square feet of interior space in the aggregate, other than the space contained within the garage of such building.

(c) No building shall be constructed on any Lot unless such building contains a garage which will house at least one (1) normal sized automobile and which has a garage door which will totally conceal the opening to such garage.

(d) Only one (1) building may be constructed on any Lot.

(e) No building containing more than three (3) stories shall be constructed on any Lot.

(f) No structure shall be constructed, placed or installed upon any Lot if the same encroaches over the front set back line for such Lot, as shown on the Subdivision Plat, or if the same is closer than five (5) feet to the rear boundary line of such Lot.

(g) No building on any Lot shall be constructed closer than seven (7) feet to a side boundary line of such Lot which separates such Lot from another Lot, unless the side wall of such building shall constitute a party wall, in which event such party wall may be placed on the dividing line between the Lot and the adjoining Lot.

(h) At the time a building is constructed on any Lot, a fence having a design which is satisfactory to the Board of Directors shall be required to be constructed along the rear lot line of such Lot.

## Section 2. Architectural Control.

(a) No building, garage, patio, fence, mail-box, swimming pool or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, change in (including, without limitation, any change in the color of the paint or varnish), or alteration of, any of such structures be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Lots, and as to location in relation to surrounding structures and topography. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required, and this Section 2 of Article VI will be deemed to have been fully complied with.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, as hereinabove provided, shall contain at least the following information:

(i) A site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed; and

(ii) Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure.

(c) The Association shall upon demand at any time, furnish to any member of the Association a certificate in writing signed by an officer of the Association, stating that any building, garage, patio, fence, mail-box, swimming pool or other structure erected upon such owner's Lot, or any exterior addition to, change in, or alteration of any structure owned such member on a Lot, is in compliance with the provisions of this Section 2 of Article VI, and such certificate shall be conclusive as to whether the same is in such compliance.

(d) In the event that any construction or alteration work is undertaken or performed upon any Lot without application having been first made and approval obtained as provided in paragraph (a) of this Section 2, said construction or alteration work shall be deemed to be in violation of this covenant, and the person upon whose Lot said construction or alteration work was undertaken or performed may be required to restore to its original condition, at his sole expense, the property upon which said construction or alteration was undertaken or performed. Upon the failure or refusal of any person to perform the restoration required herein, the Board of Directors, or their authorized agents or employees, may, after fourteen (14) days notice to such person, enter upon the property upon which such unauthorized construction or alteration work has been performed, and make such restoration as the Board of Directors, in the exercise of its discretion, may deem necessary or advisable. The person upon whose Lot such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, and the liability for such cost shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in Article V of this Declaration. Such costs shall be paid to the Association by the person liable for the same at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 3. Declarant Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article VI shall be construed as prohibiting any construction by the Declarant upon any Lot while such Lot is owned by the Declarant, provided that such construction is in compliance with the requirements specified in Section 1 of this Article VI.

#### ARTICLE VII RESTRICTIONS

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Lots shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Lot shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Lot as it shall determine; or (b) the owner of any Lot from using a portion of the building located on such Lot as an office, provided that such use does not create regular customer or client traffic to and from such Lot and no sign, logo or name plate identifying such business is displayed anywhere on such Lot; or (c) the owner of any Lot from renting his Lot on such terms, and for such periods, as he shall determine, including renting the same for transitory use.

Section 2. Prohibited Activities. No noxious or offensive activity shall be carried on any Lot. Each owner of any Lot, his family, tenants, guests and invitees, shall refrain from any act or use of his property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Lot.

Section 3. Nuisances. No nuisance shall be permitted to exist upon any Lot. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot, or any portion thereof.

Section 4. Trash; Animals. No trash or garbage shall be permitted to accumulate upon any Lot. Garbage containers shall be screened on each Lot so that the same shall not be visible from any other Lot.

No Lot shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets may be kept (provided they are neither kept for breeding nor maintained for any commercial purpose).

Section 5. Signs. No sign of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Lot for sale. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Lot in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle.

Section 6. Antennas; Satellite Dishes. No exterior antennas, aerials or satellite dishes shall be constructed or installed on any building located on any Lot or be placed on or affixed to any other portion of any Lot.

Section 7. Clotheslines. No clothesline shall be erected on any portion of any Lot.

Section 8. Temporary Structures. Subject to the right of the Declarant to promote the sale of Lots, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Lot for use in connection with the repair or construction of structures upon such Lot.

Section 9. Vehicles; Trailers; Boats; Automobiles. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored upon any Lot unless the same is entirely confined within a garage located on such Lot and the door of such garage is kept in a closed position. No automobile may be parked upon any Lot unless the same is parked on a pavement area located on such Lot for such purpose, and the same is in operating condition and has affixed thereto a then current license tag and, if applicable, operating sticker.

Section 10. Subdivision of Lots. No Lot may be further subdivided into any smaller Lot.

Section 11. Enforcement by Members. In the event that the owner of any Lot, or any person who is entitled to occupy any Lot, shall fail to comply with or abide by any restriction set forth in this Article VII, then the owner of any other Lot who is aggrieved



by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Lot who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Lot as a consequence of such failure.

ARTICLE VIII  
MAINTENANCE OF LOTS

Section 1. Grounds of Lots. The Association shall be responsible for the landscape and grounds maintenance for all Lots. Such maintenance shall extend to all portions of the grounds of each Lot, except for any enclosed portions. Such maintenance shall be performed to the standard which is satisfactory to the Board of Directors of the Association. Such maintenance shall not include any maintenance of any building or other structure located on any Lot, which maintenance shall be the responsibility of the owner of such Lot, as more fully provided in Section 2 of this Article VIII.

Section 2. Structures Upon the Lots. The exterior surfaces of every building and every other structure located upon any Lot shall be kept and maintained by the owner(s) thereof in a condition of good repair. Without limiting the generality of the foregoing, all buildings located on the Lots shall be painted and repaired as often as shall be necessary in order that the same shall be kept in an attractive and well-maintained condition which is satisfactory to the Board of Directors.

Section 3. Failure of Maintenance. In the event that the owner(s) of any Lot shall fail to maintain the exterior surfaces of every structure located upon such Lot in the condition which is required by the provisions of this Article VIII to the satisfaction of the Board of Directors, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving to the owner of such Lot at least fifteen (15) days notice in which to correct the unsatisfactory condition, to enter upon such Lot and correct the unsatisfactory condition, including, without limitation, painting and causing repairs to be made to the exterior or surfaces of any structures. The owner of the Lot upon which such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all the liens, and shall be subject to the same means of collection, as are the assessments and charges provided in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at such time as the Board of Directors shall determine.

Section 4. Damage of Building. Without limiting the generality of the provisions of Section 3 hereof, in the event that any building which is constructed on any Lot shall be damaged or destroyed on account of the occurrence of fire or other casualty, then, as soon after the occurrence of such casualty as is practicable, the owner of such building shall repair or restore the same to the same condition as such building was in prior to the occurrence of such casualty.

ARTICLE IX  
AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by the Declarant, if the Class B membership shall then be in existence, and by those members of the Association who own, in the aggregate, no-fewer than sixteen (16) Lots. The approval of any such amendment by the members of the Association shall be given by each such member either casting a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, or by such member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of Glynn County, Georgia, of an instrument certified by the incumbent Secretary of the Association setting forth such amendment and stating that the approval of the members of the Association which, under the provisions of this Article IX, is required for such amendment to be effective, has been given and obtained.

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Each person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Lot, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article IX.

ARTICLE X  
MISCELLANEOUS

Section 1.      Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with provisions of this Declaration by the owner of any Lot, then the owner of any other Lot shall have the right to file an action in the Superior Court of Glynn County, Georgia for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2.      Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3.      Duration. This Declaration, and the terms, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Lots), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Lot, their respective legal representatives, heirs, successors and assigns, for a term commencing on the date this Declaration is filed for record with the Clerk of the Superior Court of Glynn County, Georgia and terminating upon the date which is twenty (20) years from the date this Declaration is filed for record with the Clerk of the Superior Court of Glynn County, Georgia. Notwithstanding the foregoing, however, this Declaration, and the terms, provisions, liens, charges, restrictions and covenants set forth herein may be continued in the manner provided for by Section 44-5-60(d) of the Georgia Code.

Section 4.      Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the member to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the

Secretary of the Association, at the address of any Lot owned by such member. The date of service shall be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, to enforce any liens created by this Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the RTC, Ingram and the Association have executed and delivered this Declaration on the day and year first above written, the RTC and the Association acting through their duly authorized officers.

THE RESOLUTION TRUST CORPORATION,  
as Receiver for Hill Financial  
Savings Association

Signed, sealed and  
delivered in the  
presence of:

By:

[Signature]  
Unofficial Witness  
[Signature]  
Notary Public

By: [Signature]  

J. Michael Boyanler  
Attorney-in-Fact

My Commission Expires:  
Notary Public, DeKalb County, Georgia.  
My Commission Expires April 13, 1996.

[AFFIX NOTARIAL SEAL]

PELICAN PLACE OWNERS  
ASSOCIATION, INC.

Signed, sealed and  
delivered in the  
presence of:

By: [Signature]  
President  
Attest: [Signature]  
Secretary

[Signature]  
Unofficial Witness  
[Signature]  
Notary Public

My Commission Expires:  
**PATRICIA G. PRICE**  
Notary Public, Cobb County, Georgia  
My Commission Expires May 13, 1995

[AFFIX NOTARIAL SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

## EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Georgia Militia District 25, on St. Simons Island, Glynn County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the northeastern corner of the termination of the right-of-way of Brockington Drive (having a 60 feet right-of-way width, said point also being located on the southwestern boundary line of the property now or formerly owned by Brockington), proceed THENCE north 26 degrees, 52 minutes, 03 seconds east a distance of 452.87 feet to a point; THENCE south 22 degrees, 46 minutes, 06 seconds east a distance of 278.87 feet to a point; THENCE south 26 degrees, 51 minutes, 57 seconds west a distance of 364.98 feet to a point located on the eastern margin of the right-of-way of Brockington Drive; THENCE north 46 degrees, 43 minutes, 01 seconds west, along the eastern margin of the right-of-way of Brockington Drive, a distance of 49.29 feet to a point; THENCE north 37 degrees, 38 minutes, 08 seconds west, along the eastern margin of the right-of-way of Brockington Drive, a distance of 183.04 feet to the POINT OF BEGINNING.

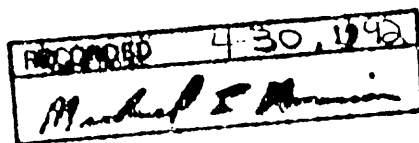
The above-described real property is shown and depicted on that certain Final Plat for Pelican Place, dated January 2, 1992, prepared by Ralph E. Lackey and Associates, Inc., which has been recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia at Plat Drawer 21, Map 293, which Final Plat is incorporated herein by reference thereto.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Georgia Militia District 25, on St. Simons Island, Glynn County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the northeastern corner of the termination of the right-of-way of Brockington Drive (having a 60 feet right-of-way width, said point also being located on the southwestern boundary line of the property now or formerly owned by Brockington), proceed THENCE north 26 degrees, 52 minutes, 03 seconds east a distance of 452.87 feet to a point; THENCE south 22 degrees, 46 minutes, 06 seconds east a distance of 278.87 feet to a point; THENCE south 26 degrees, 51 minutes, 57 seconds west a distance of 364.98 feet to a point located on the eastern margin of the right-of-way of Brockington Drive; THENCE north 46 degrees, 43 minutes, 01 seconds west, along the eastern margin of the right-of-way of Brockington Drive, a distance of 49.29 feet to a point; THENCE north 37 degrees, 38 minutes, 08 seconds west, along the eastern margin of the right-of-way of Brockington Drive, a distance of 183.04 feet to the POINT OF BEGINNING.

The above-described real property is shown and depicted on that certain Final Plat (the "Final Plat") for Pelican Place, dated January 2, 1992, prepared by Ralph E. Lackey and Associates, Inc., which has been recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia at Plat Drawer 21, Map 293, which Final Plat is incorporated herein by reference thereto.

LESS AND EXCEPT, however, and excluding in their entirety from the above-described property, Lot Nos. 1 through 22, inclusive, as shown and depicted on the Final Plat.



Carrie Gwendolyn Ingram  
CARRIE GWENDOLLYN INGRAM

Signed, sealed and  
delivered in the  
presence of

Hand Thacker  
Unofficial Witness

Jessie Mote  
Notary Public

My Commission Expires:

Notary Public, Bibb Co., Ga.

My Commission Expires AUG. 10, 1993.

[AFFIX NOTARIAL SEAL]

00521482

C08712.0007



BYLAWS  
OF  
PELICAN PLACE OWNERS ASSOCIATION, INC.

ARTICLE I  
OFFICE

The Association shall at all times maintain a registered office in the State of Georgia and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II  
DEFINITIONS

Unless the context requires otherwise, the terms defined in the Declaration of Covenants and Restrictions for Pelican Place, dated April 15, 1992, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Deed Book \_\_\_\_, Folio \_\_\_\_ (the "Declaration", the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III  
MEMBERS

Section 3.1. Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration and the Articles of Incorporation of the Association, and these Bylaws.

Section 3.2. Annual Meeting. Until the calendar year immediately following the year in which the Class B membership shall terminate and cease to exist, as provided for in Article IV, Section 3 of the Declaration, no annual meeting of the members of the Association shall be required to be held. Commencing with the calendar year immediately following the calendar year in which the Class B membership shall terminate and cease to exist, a meeting of the members of the Association shall be held annually at such time and place on such date as the Directors shall determine from time to time.

Section 3.3. Special Meetings. Special meetings of the members may be called at any time by the President of the Association. Additionally, it shall be the duty of the President to call a special meeting of the members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the members of the Association entitled to cast no less than forty percent (40%) of the total vote of the Association.

Section 3.4. Notice of Meetings. It shall be the duty of the Secretary to give a notice to each member of each meeting of the members at least twenty-one (21) days in advance of such meeting. Each notice of a meeting shall state the purpose thereof as well as the time and place where it is to be held. All notices of meetings shall be delivered personally or sent by United States mail, postage prepaid, to all members at such address as they may have designated to the Secretary, or, if no other address has been so designated, at the addresses of their respective Lots.

Section 3.5. Quorum. A quorum shall be deemed present throughout any meeting of the members until adjourned if members, in person or by proxy, entitled to cast more than one-third (1/3) of the votes of the Association are present at the beginning of such meeting.

Section 3.6. Voting. On all matters upon which the members are entitled to vote, each member shall be entitled to cast one (1) vote for each Lot in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one vote be cast with respect to any Lot. If more than one person shall own of record a fee interest in any Lot, the vote with respect to such Lot shall be cast as such owners shall unanimously agree, and such unanimous agreement shall be presumed conclusively if any one of such owners shall purport to cast the vote of such Lot without protest being made forthwith by any of the other owners of such Lot to the presiding officer of the meeting at which such vote is to be cast. If such protest be made, or if more than one vote be cast with respect to any Lot, then the vote of such Lot shall not be counted. All references to voting by members contained in these Bylaws are subject to, and shall be interpreted consistently with, the limitations contained in this Section 3.6.

During any period in which a member shall be in default in the payment of any amount due and owing to the Association, the vote which is allocated to any Lot in which such member owns a fee interest shall not be counted for any purpose.

Section 3.7. Adjournments. Any meeting of the members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

#### ARTICLE IV DIRECTORS

Section 4.1. Number. The number of members of the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A members, the Board of Directors shall consist of five (5) members.

Section 4.2 Appointment and Election. Until the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors shall be elected annually by the Class B member.

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the members of the Association and shall serve for a term of one year and until their successors are elected.

Each member entitled to vote shall be entitled to cast one (1) vote for each Lot owned by such member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected, provided that no candidate shall be elected.

Section 4.3. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors.

Section 4.4. Duties and Powers. Except as specifically provided otherwise in the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation of the Association or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section 4.4, the Board of Directors shall have the following specific powers:

(a) To suspend the membership rights of any member of the Association, including the right to vote and use the Association Property and the facilities located thereon, during the period of time such member shall be delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Association Property; and

(b) To enter into management agreements for the Association.

Section 4.5. Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President of the Association shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months.

Section 4.6. Special Meetings. Special Meetings of the Board of Directors may be called at any time by the President, or by any three directors, on two (2) days notice to each director, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.7. Compensation. No fee or compensation shall be paid by the Association to directors for their services in said capacity unless such fee or compensation is approved by a majority of the votes of the members cast at a duly convened meeting thereof, and in no event shall any director receive any compensation from the Association for serving as a director prior to the termination of the Class B membership. The directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

## ARTICLE V OFFICERS

Section 5.1. General Provisions. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer. In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2. Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3. President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association, and shall have all of the powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.4. Vice-President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice-President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5. Secretary. The Secretary (a) shall attend all meetings of the members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall perform the responsibilities of the Secretary under Section 4.2 of these Bylaws, (d) shall be the custodian of the books and records of the Association, (e) shall keep a register of the addresses of each member of the Association, and (f) shall

perform such other duties as are incident to the office of the secretary of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.6. Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5.7. Compensation of Officers. The officers of the Association shall be entitled to the payment of such compensation as shall be approved by two-thirds (2/3) of the total members of the Board of Directors; provided, however, that prior to the termination of the Class B membership, in no event shall any officer receive any compensation from the Association for serving in such capacity.

## ARTICLE VI MISCELLANEOUS

Section 6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.2 Certain Notices. Any member who shall sell or lease any Lot in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

## ARTICLE VII AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the members. Such proposed amendment shall then be presented to the members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective.

ARTICLE VIII  
INDEMNIFICATION

Each person who is or was a director or officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees) judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein.

In any instance where the laws of the State of Georgia permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or (iv) by the members, but members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the members or by an insurance carrier, the Association shall provide notice of such payment to the members in accordance with the provisions of the laws of the State of Georgia.

ARTICLES OF INCORPORATION  
OF  
PELICAN PLACE OWNERS ASSOCIATION, INC.

ARTICLE I

The name of the corporation shall be:

"PELICAN PLACE OWNERS ASSOCIATION, INC."

and is hereinafter referred to as the "Association."

ARTICLE II

The Association is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code and the provisions of that certain Declaration of Covenants and Restrictions for Pelican Place, dated April 15, 1992, which shall be recorded with the Clerk of the Superior Court of Glynn County, Georgia, and which is hereinafter referred to as the "Declaration."

ARTICLE III

The purposes for which the Association is organized are to provide for the ownership, management and operation of the "Association Property" (as that term is defined in the Declaration); the enforcement of the covenants and restrictions set forth in the Declaration; and to levy assessments against the members of the Association in accordance with the terms and provisions of the Declaration in order to raise the funds required by the Association to defray the expenses which the Association shall incur in carrying out such purposes.

The Association is not organized for, and shall not be operated for, pecuniary gain or profit. No part of the net earnings of the Association shall inure (other than by providing for

the management, maintenance, and care of the Association Property, and other than by a rebate of excess assessments) to the benefit of any private individual.

#### ARTICLE IV

The duration of the Association shall be perpetual.

#### ARTICLE V

Each natural person, corporation, trust, partnership or other legal entity who shall own of record a fee or undivided fee interest in any "Lot" (as that term is defined in the Declaration) shall automatically be a member of the Association; provided, however, that any natural person, corporation, trust, partnership or other legal entity who owns such interest merely as security for the performance of an obligation shall not be a member of the Association. Such membership shall be appurtenant to, and shall not be separated from, the record ownership of the Lot, and the transfer of record of an ownership interest in any Lot shall automatically transfer membership in the Association.

The Association shall have two classes of membership: Class A and Class B.

The Class A members shall be all those persons holding an interest required for membership in the Association, as hereinabove provided, except for the Class B member. Until such time as the Class A members shall be entitled to full voting privileges, as hereinbelow described, the Class A membership shall be a non-voting membership except as to such matters and in such events as are hereinafter specified.



The Class A members shall be entitled to voting privileges on the earliest of the following dates to occur: (i) the date which the "Declarant" (as that term is defined in the Declaration) may so designate by notice in a writing delivered to the Association (which writing shall be effective only if consented to in writing by the holder of any mortgage which is secured by any interest of the Declarant in any Lot, or (ii) one month after the date on which all of the Lots shall have been conveyed by the Declarant to owners thereof. Before the earlier of these dates to occur, the Class A members shall be entitled to vote only on (a) any proposal pursuant to Article IX of the Declaration to amend the Declaration, and (b) any other matter for which it is specifically provided in the Declaration, or for which it is provided by law, that approval of each and every class of membership of the Association is required. When entitled to vote, Class A members shall be entitled to cast one vote for each Lot in which they hold an interest required for membership, as hereinabove provided. When more than one person holds such interest or interests in any Lot, the vote for such Lot shall be exercised as such persons among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote with respect to such Lot shall not be counted.

The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. At such time as the Class A members shall be entitled to full voting privileges, as hereinabove provided, the Class B membership shall automatically

terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership, as hereinabove provided.

From and after the date on which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

#### ARTICLE VI

The directors of the Association shall be elected in the manner set forth in the Bylaws of the Association.

#### ARTICLE VII

The mailing address of the initial principal office of the Association and the address of the initial registered office of the Association shall be at Suite 401, First Federal Plaza, Post Office Box 1396, Brunswick, Georgia 31521-1396.

The initial registered agent of the Association at such address shall be C. Foster Lindberg.

#### ARTICLE VIII

The initial Board of Directors of the Association shall number three (3) and the name and address of each person who is to serve as a member thereof is as follows:

Wright Ledbetter  
National Stonehenge Corporation  
8215 Roswell Road, Building 600  
Atlanta, Georgia 30350

Philip L. Hutchison  
National Stonehenge Corporation  
8215 Roswell Road, Building 600  
Atlanta, Georgia 30350

C. Foster Lindberg  
Suite 401, First Federal Plaza  
Post Office Box 1396  
Brunswick, Georgia 31521-1396

ARTICLE IX

The name and address of the incorporator is Charles E. Murphy, Jr., Powell, Goldstein, Frazer & Murphy, Sixteenth Floor, 191 Peachtree Street, N.E., Atlanta, Georgia 30303.

ARTICLE X

The Association shall not alienate, release, transfer, hypothecate or otherwise encumber the Association Property except in accordance with the terms and provisions of the Declaration.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.

  
\_\_\_\_\_  
Charles E. Murphy, Jr.

Charles E. Murphy, Jr.  
Powell, Goldstein, Frazer & Murphy  
Sixteenth Floor  
191 Peachtree Street, N.E.  
Atlanta, Georgia 30303