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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FAIRWAYS EDGE
CAMDEN COUNTY, GEORGIA**

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FOR
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COVENANTS AND RESTRICTIONS FOR
FOR
FAIRWAYS EDGE
CAMDEN COUNTY, GEORGIA**

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EQUITY LLC
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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
FAIRWAYS EDGE**

CAMDEN COUNTY, GEORGIA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this 12th day of May, in the year Two Thousand Eight by **SAWYER & ASSOCIATES INC.**, a Georgia corporation. The subdivision to which this Declaration and these Restrictions apply is entitled Fairways Edge Property, as shown and depicted upon a print or plat of survey of said property prepared by Privett-Bennett & Associates, Inc. recorded April 25, 2008 in the public records of Camden County Georgia, in Plat Drawer 24, Map Nos. 16, 17 and 18.

WITNESSETH:

WHEREAS, Sawyer & Associates, Inc is the owner of certain portions of the tract of land lying and being in Camden County, Georgia, which is described on Exhibit A, attached hereto and made a part of this Declaration (the real property which is described on Exhibit A hereto being herein referred to as the "Fairways Edge Property"); and

WHEREAS, Sawyer & Associates, Inc also holds certain rights to acquire certain additional portions of the Fairways Edge Property; and

WHEREAS, Sawyer & Associates, Inc intends to develop these portions of the Fairways Edge Property which it shall so acquire as a planned community to be named "Fairways Edge" that will include various types of residential housing and that may also include certain commercial structures and facilities; and

WHEREAS, Sawyer & Associates, Inc also intends to provide certain open spaces, parks, landscape areas and other facilities and amenities for the use and enjoyment of the owners and residents of the aforesaid Fairways Edge community; and

WHEREAS, in order to insure the enjoyment of the aforesaid open spaces, parks, landscape areas and other facilities by the owners and residents of the Fairways Edge community, and in order to protect the value of the "Membership Property" (as that term is defined in this Declaration), it is desirable to create an association to own, maintain and administer such open spaces, parks, landscape areas and other facilities, and 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 of the said Membership Property 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 1.

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. In addition, all terms used in this Declaration, which are defined in the Act, shall have the meanings ascribed to them in the Act, unless other definitions are ascribed to them in this Declaration.

"Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220 through 44-3-235.

"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 Membership Property 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 Fairways Edge Property Owners Association, Inc, a Georgia non-profit Membership corporation.

"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.

"Common Area" shall mean all real and personal property submitted to this Declaration which is owned or leased by the Association for common use and enjoyment of the Members, including, without limitation, all of the real and personal property which shall be conveyed and transferred to the Association by the Declarant pursuant to Section 1 of Article III of this Declaration. Common Area shall not include any Membership Property, which shall be acquired by the Association through foreclosure of the lien in favor of the Association, as provided for in Article V of this Declaration.

"Declarant" shall mean Sawyer & Associates, Inc, a Georgia corporation, and shall also include (a) any successor or assign of Sawyer & Associates, Inc who shall acquire the entire interest in the Fairways Edge Property which was owned by the immediate predecessor-in-title

of such successor or assign, and (b) any successor or assign of Sawyer & Associates, Inc to whom Sawyer & Associates, Inc shall specifically assign the rights, privileges, duties and obligations of the Declarant under this Declaration; provided, however, that at all times only one party shall have the status of the Declarant under this Declaration. Consequently, in the event that Sawyer & Associates, Inc shall at any time specifically assign the rights, privileges, duties and obligation of the Declarant under this Declaration to a successor or assign, then no party who shall subsequently acquire the entire interest of Sawyer & Associates, Inc (or any successor of assign) in the Fairways Edge Property which was owned by its immediate predecessor-in-title shall have the status of the Declarant under this Declaration unless predecessor-in-title was the only then existing Declarant.

"First Mortgage" shall mean a Mortgage conveying a first priority lien upon or security title to any Membership Property.

"Limited Common Area" shall mean any Common Area, which shall have been designated as Limited Common Area in the limited warranty deed by which the Declarant conveyed the same to the Association. In addition, as used in this Declaration, the term "Limited Common Area" shall also mean "limited common areas" within the meaning of the Act, such that all provisions of the Act relative to "limited common areas" shall apply to the "Limited Common Area" within the meaning of this Declaration.

"Lot" shall mean each of the Existing Lots and each additional plot or parcel of the Fairways Edge Property, other than Common Area, which shall be designated for separate ownership and occupancy, as shown on a plat which shall be recorded in the Office of the Clerk of the Superior Court of Camden County, Georgia, and which shall be submitted to this Declaration as Membership Property by the recording of a Supplemental Declaration to this Declaration pursuant to the provisions of Section 2 of Article II hereof.

A Lot shall also include an individual condominium unit in any condominium that may be submitted to this Declaration as Membership Property. In addition, as used in this Declaration, the term "Lot" shall also mean a "lot" within the meaning of the Act, such that all provisions of the Act relative to "lots" shall apply to the "Lots" within the meaning of this Declaration.

"Fairways Edge Property" shall mean the entirety of the real property described on Exhibit A hereto attached and made a part hereof.

"Member" shall mean the Declarant, until the termination of the Class B Membership, as provided in Section 3 of Article IV of this Declaration, and every other Person who is the record title owner of any Lot.

"Membership Property" shall mean, collectively, the Existing Lots and all portions of the Fairways Edge Property, which are hereafter subjected to this Declaration as additional Membership Property in the manner described in Section 2 of Article II of this Declaration.

"Subdivision Plat" shall mean, collectively the subdivision plats identified on Exhibit B hereto and any and all other plats of survey which shall be recorded pursuant to the provisions of Article II, Section 2 of this Declaration for the purpose of subjecting additional portions of the Fairways Edge Property to this Declaration as Membership Property.

"Supplemental Declaration" shall mean a Supplemental Declaration which shall be executed by the Declarant (and, if applicable, the owner of the real property depicted thereon) and recorded pursuant to the provisions of Section 2 of Article II of this Declaration for the purpose of submitting an additional portion of the Fairways Edge Property to the terms and provisions of this Declaration applicable to Membership Property.

ARTICLE II

MEMBERSHIP PROPERTY

Section 1. Membership Property Hereby Subjected to this Declaration. The Declarant, for itself and its successors and assigns, does hereby covenant that the Existing Lots be, and the same hereby are, subjected to the Act and to this Declaration as Membership Property and Lots.

The Declarant, for itself, its successors and assigns, hereby further covenants that the Existing Lots 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 the Act and in this Declaration as applicable to Membership Property and 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 Membership Property and Lots shall be a permanent charge on, and shall run with, the Existing Lots.

Section 2. Additional Membership Property Hereafter Subjected to this Declaration. The Declarant may, at any time, and from time to time, subject additional portions of the Fairways Edge Property to the Act and the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Membership Property by:

(a) Executing and recording in the Deed Records of Camden County, Georgia, a Supplemental Declaration to this Declaration describing such additional Membership Property and stating that this Declaration is thereby extended to, and shall thereafter apply to, such additional Membership Property; and

(b) Recording in the Plat Book Records of Camden County, Georgia, a plat of survey showing and depicting the portion of the Fairways Edge Property being thereby subjected to this Declaration as additional Membership Property.

From and after the subjecting of such additional Membership Property to the Act and this Declaration, such additional Membership Property shall thereafter 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 of this Declaration applicable to Membership Property, including, without limitation, all lien and assessment provisions set forth in this Declaration; from and after the subjecting of such additional Membership Property to this Declaration, all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to Membership Property shall be a permanent charge on, and shall run with, such additional Membership Property.

Except as otherwise provided in the Act, no approval from any Member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject any portion of the Fairways Edge Property to this Declaration as Membership Property. In addition it shall not be necessary that the Declarant be the owner of any portion of the Fairways Edge Property which is subjected to this Declaration as Membership Property, provided that the Supplemental Declaration which subjects such property to this Declaration shall be executed by both the Declarant and the owner of such portion of the Fairways Edge Property.

Section 3. No Effect on Balance of Fairways Edge Property. Notwithstanding anything contained in this Declaration which may be constructed to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on any portion of the Fairways Edge Property other than the Existing Lots unless and until any additional portion of the Membership Property or Common Area is subjected to this Declaration in the manner set forth, respectively, in Section 2 of this Article II or in Section 1 of Article III, and then, only from that time forward.

Section 4. 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 Membership Property does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Membership Property, agrees 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 thereto hereunder.

Section 5. Easements Over the Lots. The Lots shall be subjected to, and the Declarant does 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 for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(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 Articles VI and VIII of this Declaration.

(d) In addition to the easements shown and depicted upon the plat there is hereby reserved unto the Declarant and unto its successors and assigns an easement five (5) feet in width on the side of each lot and ten (10) feet in width upon the front and rear of each lot. These easements may be used for any lawful purpose including utilities, sidewalks, drainage and access to any other easements.

ARTICLE III

COMMON AREA

Section 1. Common Area. The Declarant shall have the right to transfer and convey to the Association any portion of the Fairways Edge Property. All portions of the Fairways Edge Property, which the Declarant shall so transfer or convey to the Association, shall thereafter constitute Common Area. There shall be no limitation on the portions of the Fairways Edge Property, which the Declarant may transfer and convey to the Association as Common Area pursuant to this Article III, nor on the improvements, which may be located on such Common Area.

In the event that the Declarant shall transfer and convey to the Association any Common Area which shall have been improved by the construction thereon of any facility (including, without limitation, any swimming pool, tennis courts or other athletic or recreational facility, restaurant, auditorium, meeting hall, theater, office building, or security post) for which the Declarant shall have entered into any management or operating agreement, the Association shall assume all of the Declarant's obligations under said agreement if the Declarant shall elect to assign and delegate the same to the Association in connection with said transfer and conveyance.

All portions of the Fairways Edge Property which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights and easements set forth in Sections 2 and 3 of this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements. Provided that the conveyance of Common Area to the Association satisfies the requirements set forth in subparagraphs (a) and (b) hereof, any portion of the Fairways Edge Property which the Declarant may elect to convey to the Association as Common Area may be subject to such covenants, restrictions, easements and encumbrances as shall be determined by the Declarant in its sole discretion.

In the event that any portion of any Common Area to be conveyed by the Declarant to the Association is to constitute Limited Common Area, the deed by which the same shall be conveyed to the Association shall identify such Limited Common Area and designate the particular Membership Property, which shall have the exclusive use of such Limited Common Area.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Common Area, which may be made to it pursuant to and in accordance with the terms and provisions of this Section 1.

Section 2. Members' Rights in Common Area. Every owner of any Lot shall have a non-exclusive right and easement of enjoyment and use in and to the Common Area (except for Limited common Area reserved for the exclusive use of any Membership Property not owned by such owner) and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) 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 Common Area, 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. In addition, the Board of Directors may permit other persons who are not residents of any Lots to use the Common Area (other than Limited Common Area) upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

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

(a) An easement across, in, under, over and through the Common Area for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities as exist on the date of this Declaration; and

(b) An easement in favor of Declarant for the exclusive use of such portions of the Common Area as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Lots, including, but not limited to, sales and business offices, storage areas, construction yards 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 provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction on the Lots of residential buildings has been completed and all of the Lots shall have been conveyed to owners thereof who shall not have acquired the Lots for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Lot to pay assessments or charges coming due during such period of time as portions of the Common Area shall be used by authorized persons pursuant to the exercise of the easements herein stated.

Section 4. Damage or Destruction. In the event that any improvements located on any Common Area shall be damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of the casualty, by a majority of the total

vote of all then existing classes of Membership of the Association not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 5. Sale or Abandonment of Common Area. In no event shall the Association abandon, sell or transfer any portion of the Common Area unless such abandonment, sale or transfer shall be first approved in writing by: (a) the owners of no fewer than sixty-seven percent (67%) of the Lots, and (b) the Declarant, until such time as the Class B Membership shall terminate (as provided for in Article IV, Section 3 of this Declaration).

Notwithstanding the foregoing, however, the provisions of this Section 5 shall not be deemed to prohibit or limit the power and authority of the Association to grant a security interest in any Common Area, both real and personal, as collateral for money borrowed by the Association for any Association purpose. Without limiting the generality of the foregoing, the Board of Directors shall have the power and authority, upon the affirmative vote of a simple majority of the members thereof (and without the requirement that the same be approved by any Members of the holders of any Mortgage upon an Lot), to subject any Common Area to a Mortgage to secure the repayment by the Association of any money borrowed by the Association in connection with the repair and replacement of any Common Area and/or the construction of any capital improvements upon any Common Area.

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 Camden County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Common Area, the enforcement of the covenants and restrictions set forth in this Declaration, the collection of all assessments provided for in Article V of this Declaration, and the performance of such other duties and the provision of such services as the Board of Directors shall deem to be in the best interests of the Members. The Association shall have all of the power and authority provided to the Association by the provisions of §44-3-231 of the Act. Without limiting the generality of the foregoing, the Association shall have the specific power and authority: (a) to provide landscape and grounds maintenance services for real property which does not constitute Common Area, including real property owned by any governmental entity and (b) to maintain, repair and replace, and pay charges for electric service to, any street lights that are located within the right-of-way of any public road if the applicable governmental entity shall neglect to do the same, and, in the case of both of the activities identified in clauses

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(a) and (b) hereof, the Board of Directors shall have determined that the carrying out of such activities by the Association is in the interest of the Members.

The Declarant's plan for the development of the Fairways Edge Property contemplates that the Phases located in different portions of the Membership Property will be developed with separate and distinct types of residential and commercial structures, and that the Association may provide certain services (such as landscaping and grounds maintenance and property insurance coverage) for the benefit of certain Phases that it will not provide for other Phases.

There shall be no requirement that the services to be provided by the Association be provided uniformly to all of the Membership Property and the Board of Directors shall have the specific power and authority to cause the Association to provide certain services to certain Phases that it shall not provide to other Phases.

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. 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 a written designation executed by both the Declarant and by the holder or holders of any Mortgage upon any portion of the Fairways Edge Property which is owned by the Declarant and which is recorded in the Deed Records of Camden County, Georgia, or (ii) the date on which the Declarant shall no longer own, or hold any right to purchase, any portion of the Fairways Edge Property. Before the earlier of these dates to occur, the Class A Members shall be entitled to vote only on (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal pursuant to Article IX of this Declaration to amend this Declaration; and (c) any other matter for which it is herein specifically provided, or for which it is provided by the Act or the Georgia Nonprofit Corporation Code, that approval of each and every class of Membership of the Association is required.

(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. Without limiting the generality of the foregoing, the Class B Member will itself elect all of the members of the Board of Directors until the termination of the Class B Membership. 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 on 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 and to use the Common Area, 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 on the Member's property in favor of the Association.

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 the Act, the Georgia Nonprofit Corporation Code, this Declaration, or in the Articles of Incorporation or the Bylaws.

Section 6. Association Acts Through Its Board of Directors. The Board of Directors shall have the power and authority to exercise all of the power and authority of the Association, as provided for in Section 1 hereof. 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. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B Member) shall be personally liable to any owner of any Member for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association 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, or any part thereof, and may enter into such agreements for the management of the Common Area as the Board of Directors deems to be in the best interests of the Association.

Section 8. Loans by the Declarant. Notwithstanding any provision of the Act, or the Georgia Nonprofit Corporation Code, or any other provision of statutory or common law, which may provide to the contrary, the Association shall have the specific power and authority to borrow money from any lender, including the Declarant, on such terms as the Board of Directors shall determine, provided only that if the Association shall borrow money from the Declarant, then the annual rate of interest which shall be paid by the Association for such borrowed funds does not exceed by more than two (2) percentage points the average prime rate of interest then in effect at the major United States money center banking institutions. Any funds, which the

Association shall borrow, whether from the Declarant or otherwise, shall be used for such purposes as the Board of Directors shall determine.

ARTICLE V

ASSESSMENTS

Section 1. Assessments; Lien Therefore. The Declarant, as the owner of all of the Lots, hereby covenants, 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 the Act and this Declaration.

As more fully provided in § 44-3-232(a) of the Act, all sums lawfully assessed by the Association against any Lot and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Lot and constitute a lien in favor of the Association on such Lot prior and superior to all other liens whatsoever, except:

- (a) Liens for ad valorem taxes on the Lot;
- (b) The lien of any First Mortgage or the lien of any Mortgage recorded in the Deed Records of Camden County, Georgia prior to the recording of this Declaration; or
- (c) The lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot.

Section 2. Personal Obligation of Members. Each Member, 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 hereof; and
- (b) When properly authorized in accordance with Section 5 hereof, 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 (the Lots against which such assessments shall be levied).

Section 3. Purposes of Assessments. The assessments levied by the Association pursuant to this Article V shall be used to pay the common expenses, which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to the Act, 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: repair and maintenance of all Common Area; payment of all governmental charges, taxes and assessments which shall be levied against all Common Area; payment of all costs and expenses incurred by the Association in connection with its operations; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Common Area; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Common Area and for such other purposes as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; 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; and the payment of interest on, and the repayment of principal of, such sums as may be borrowed by the Association.

Section 4. Determination of Annual Assessment and Shares Thereof. 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's common expenses based upon such estimate and providing for the total annual assessment to be levied against 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").

In connection with its determination of the amount of the Annual Assessment, the Board of Directors shall also determine the amount of the Annual Expenses which, in the judgment of the Board of Directors, will benefit less than all of the Lots (such as Annual Expenses which the Association shall incur for the provision of any services to some, but less than all, of the Lots) and the amount of the Annual Expenses which shall significantly disproportionately benefit all of the Lots. The amounts of the Annual Expenses which the Board of Directors shall determine as benefiting less than all of the Lots shall be specially assessed equitably among all of the Lots so benefited, and shall be made a part of the Annual Assessment which shall be payable by the owners of the Lots so benefited.

In addition, the amount of the Annual Expenses which the Association shall incur in regard to any Limited Common Area shall be specially assessed among all of the Lots which shall have the exclusive use of such Limited Common Area, and shall be part of the Annual Assessment which shall be payable by the owners of such Lots.

Prior to the commencement of the fiscal year during which any Annual Assessment is to be levied, the Association shall send to each Member a copy of the budget so adopted for the

Association by the Board of Directors, together with a statement setting forth both the gross amount of the Annual Assessment which shall be payable for such fiscal year and the specific amount of such Annual Assessment which shall be levied against the Lot(s) owned by such Member. Each Lot shall be liable for that share of each Annual Assessment which shall be so determined by the Board of Directors and set forth in the notice given to the owner of such Lot, as aforesaid. Notwithstanding the foregoing, however, the failure by the Association to provide to the Members the information described in this paragraph within the times required herein shall have no effect on the liability of the Members for the payment of the Annual Assessment.

The amount of each Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments as the Board of Directors shall determine, and after notice of the same shall have been given to all of the Members, 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 therefore, 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, 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. In the event that the Board of Directors shall determine that the common expenses, which are to be paid with the proceeds to be raised from such special assessment, will benefit less than all of the Lots, then such special assessment shall be levied specially against only the Lots to be so benefited. Any special assessment to be levied to pay the costs of any capital improvement, which shall constitute a Limited Common Area, shall be levied specially against only the Lots that have the exclusive use of such Limited Common Area. Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any such Lots or Lots shall be specially assessed against the Lot or Lots, the conduct of any occupant, licensee or invitee of which occasioned any such common expenses. 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.

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. As more fully provided in § 44-3-232(a) of the Act, 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.

(b) The owner of the Lot against which such assessment was made shall be personally obligated to the Association for the payment of the entirety of such assessment, and such Lot shall be subject to the lien for the same. In addition, the personal obligation of such Lots owner and the lien against such Lot shall include:

(i) A delinquency charge in the amount of the greater of either ten dollars (\$10.00) or ten percent (10%) of the amount of the assessment for which such Lot and the owner thereof shall be liable;

(ii) Interest on the amount of such assessment and the delinquency charge from the date the same was first due and payable at the lower of the rate of ten (10%) percent per annum or the highest rate permitted by law;

(iii) All costs incurred by the Association in connection with the collection of the amounts owed, including courts costs, the expenses incurred by the Association for the protection and preservation of the Lot, and reasonably attorneys' fees actually incurred; and

(iv) The fair rental value of the Lot from the time of the institution of an action for collection of the amounts owed in regard to such Lot until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

ARTICLE VI

ARCHITECTURAL RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 1. Architectural Restrictions Applicable to Existing Lots.

(a) No building shall be constructed on any Existing Lot unless such building's finished floor elevation is at least one foot above the flood plain.

(b) No home or residence may be built on any lot in the subdivision with less than 1,600 square feet of heated and cooled area.

(c) No building shall be constructed on any Existing Lot unless either: (i) such building contains a two car garage, or (ii) simultaneously with the construction of such building, a detached two car garage which shall have been approved by the Board of Directors pursuant to the provisions of Article VI, Section 4 of the Declaration shall also be constructed on such Lot to serve such building. Every garage, which shall be constructed on every Existing Lot (whether contained within a building or constituting a free standing structure), shall be required to have a garage door that will totally conceal the opening to such garage.

(d) On all existing lots or any future lots where a sidewalk is required or installed by the Developer or the property owner the building contractor must mark the position of the

driveway with stakes and saw cut the sidewalk in this area. This saw cut area must be used for all construction traffic to and from the lot. The sidewalk outside of this area should be blocked in some manner, such as stakes and tape, string or ribbon. If any portion of the sidewalk is damaged, the lot owner or contractor shall replace the entire damaged section up to the undamaged control joints. The amount of damage and method of repair shall be determined solely by the Developer or the Architectural Review Board.

(e) No structure other than a fence shall be constructed, placed or installed upon any Existing Lot, in a location that encroaches beyond any front, side or rear building setback line, which is depicted on the Subdivision Plat. No fence shall be constructed or erected upon any Existing Lot in any location other than entirely in the rear of the building that is located on such Existing Lot without the consent of the Board of Directors. All fences must have prior approval or same may be removed at property owners expense and property owner may have a fine imposed as set by the Property Owners Association and/or the Architectural Advisory Committee for such violation(s).

(f) The ceilings of all rooms in all heated and cooled areas of the structure must be a minimum of nine (9) feet above the floor.

(g) The time frame for completed construction on any residence shall be twelve (12) months from the day construction begins. If construction is not completed as stated herein, Developer will have the right and option to have the residence completed per the originally approved plans and specifications and charge the property owner a reasonable rate for the construction plus twenty-five percent (25%) of the total costs as a contractor's fee.

Section 2. Architectural Restrictions Applicable to Additional Membership Property. It is the intent of the Declarant for the development of the Fairways Edge community that different portions of the Membership Property will be subject to different architectural restrictions, even though the architectural restrictions to which any part of the Membership Property will be subject to will be enforced by the Board of Directors pursuant to the terms and provisions of this Declaration. Not all of the Membership Property will be subject to the same architectural restrictions. Each Supplemental Declaration will set forth the architectural restrictions that will apply to the additional Membership Property that shall be subjected to this Declaration as Membership Property by the Declarant's execution and recording of such Supplemental Declaration. All architectural restrictions which shall be set forth in any Supplemental Declaration shall thereafter be as binding on the Membership Property which is the subject of such Supplemental Declaration as if such architectural restrictions were set forth in their entirety in this Declaration.

Section 3. Combination of Lots. The owner of any two or more contiguous Lots shall have the right to cause such Lots to be combined together by furnishing the Board of Directors with a notice of his intent to do so. Upon the receipt by the Board of Directors of any such notice, the Lot created by such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except as hereinafter provided. Notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable pursuant to the

provisions of Article V of this Declaration shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 4. Architectural Control.

(a) No building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or any other structure shall be commenced, constructed, installed, erected or maintained upon any Lot, nor shall any exterior addition to, change in (including, without limitation, any change in the type of roofing material or in the color of the paint, stain 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. It shall be the duty of the Board of Directors to approve or disapprove each request for approval of the construction of a structure on a Lot, or the alteration of an existing structure located on any Lot, within thirty (30) days after said plans and specifications included all of the information identified in paragraph (b) hereof shall have been submitted to it.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, or the alteration of any existing structure on 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 the plan for the drainage of surface water from the Lot;

(ii) Site plan must also show the existing elevation above sea level and the proposed finish grade and finished floor elevation;

(iii) Building plans of the proposed structure, which shall include all exterior elevation drawings of the proposed structure at a scale of not less than 1/8" for exterior elevation and 1/4" for floor plan;

(iv) A description of all exterior building materials of the proposed structure, which description may include samples of the same;

(v) A landscaping and irrigation plan for the Lot on which such structure is proposed to be constructed; only St. Augustine grass as long as Property Owners Association is cutting grass. There should be at least two (2) trees in each front yard and every side yard facing a street. These trees can be remaining from lot clearing or planted with the approval of the Architectural Advisory Committee;

(vi) Such additional information as the Board of Directors may require concerning the proposed structure or alteration, whether such additional information shall be required both before or after the plans and specifications for the same shall be initially submitted to the Board of Directors.

The Board of Directors shall have the authority to prescribe a particular format in which the information described in paragraphs (i) through (v) hereof shall be required to be submitted to it for approval. In the event that the Board of Directors shall prescribe such a format, then it shall keep the same available to all Lot owners, whereupon all applications which shall be made to the Board of Directors pursuant to this Section 4 shall be required to be in such format in order for such application to be deemed to be in compliance with the requirements of this Section 4.

(c) Notwithstanding any provision of statutory or common law which may have a contrary effect, the Board of Directors shall not be bound or constrained by any design standard or approval precedent in connection with its determination of whether to approve or disapprove the construction or alteration of any structure upon any Membership Property. Without limiting the generality of the foregoing, the Board of Directors shall have the power and authority to disapprove the construction of a structure having a particular design on any Lot even though the Board of Directors may have previously approved the construction on another Lot of a structure having the identical design. All approvals and disapprovals by the Board of Directors of the plans and specification for any structure to be constructed or altered on any Membership Property shall be conclusive and binding upon all Members.

(d) The Association shall upon demand at any time, furnish to any owner of any Lot a certificate in writing signed by an officer of the Association, stating that any building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or other structure erected upon such owner's Lot, or any exterior addition to, change in, or alteration of any structure owned by such Member on a Lot, is in compliance with the provisions of this Section 4 of Article VI, and such certificate shall be conclusive as to whether the same is in such compliance.

(e) The Board of Directors shall have the power and authority to require that the owner of any Lot who submits plans and specifications for any residential building to be constructed on any Lot pay a fee to the Association to compensate the Association for the review of such plans and specifications. In the event that the Board of Directors shall elect to so require the payment of such a fee, the payment of the same by the owner of any Lot upon which a residential building is proposed to be constructed shall be made before any application for such construction shall be deemed to be in compliance with the requirements of this Section 4. In the event that the Board of Directors shall elect to so require the payment of such a fee, the amount of such fee shall be charged uniformly for all applications for approval of plans and specifications for residential buildings. The amount of any such fee shall be that amount which the Board of Directors shall determine as reasonable compensation to the Association for the review of plans and specifications for the initial construction of residential buildings. The Board of Directors shall also require a deposit to insure proper completion of same. Each homeowner shall be held responsible for any damage done during construction of roads as well as any clean up.

(f) 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 4, 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 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. Board may impose a fine as agreed upon by Property Owners Association and/or Architectural Advisory Committee for such violation(s).

Section 5. Preferred Builder Program. The Architectural Advisory Committee holds a list containing the names of builders in this area, which have displayed exemplary expertise, a high standard of workmanship and a capacity to work within the guidelines set out by the Architectural Advisory Committee. Property owners may select a builder that is not on the list of preferred builders, however they must be approved by the Architectural Advisory Committee on a case by case basis and must (a) provide proof of worker's compensation insurance and must keep coverage in effect until the construction project is completed; (b) provide proof of comprehensive liability insurance in an amount of not less than \$1,000,000.00 and show subject property as covered under the policy and keep coverage in effect until the construction project is complete; and (c) provide Architectural Advisory Committee with a security deposit in the amount of \$2,500.00 to insure (i) the subject property is clean at the end of each day during construction, (ii) any possible damage to the infrastructure of the Subdivision (i.e. roads, sidewalks, common areas), (iii) all work is satisfactorily completed per the approved plans and specifications.

Section 6. Declarant Exemption. Notwithstanding anything stated to the contrary herein, the Declarant shall be exempt from the architectural control provisions set forth in Section 4 of this Article VI. 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 only that: in the case of the Existing Lots, such construction is in compliance with the requirements specified in Article VI, Section 1 of this Declaration; and, in the case of any additional Membership Property which is hereafter submitted to this Declaration, that such construction is in compliance with all architectural restrictions which are set forth in the Supplemental Declaration by which such additional Membership Property was submitted to this Declaration. The exemption of the Declarant from the architectural control provisions of Section 4 of this Article VI shall survive the termination of the Class B Membership.

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Section 7. Architectural Advisory Committee. The Board of Directors shall be authorized to appoint an architectural advisory committee to advise it and assist it in connection with its performance of its responsibilities under Section 4 of this Article VI. The functions that may be performed by any such architectural advisory committee shall include reviewing plans and specifications, which are submitted to the Board of Directors in connection with proposals to construct or alter improvements upon the Lots and to make recommendations to the Board of Directors with respect to such plans and specifications.

ARTICLE VII

RESTRICTIONS

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

Section 1. Single-Family Use. Except for any Membership Property that is identified in the Supplemental Declaration that shall subject the same to the terms and provisions of this Declaration as being intended for commercial 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 which is not identified as being for commercial use in the applicable Supplemental Declaration 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 said Declarant shall determine; or (b) the owner of any Lot from using a portion of a 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, symbol or nameplate identifying such business is displayed anywhere on such Lot.

Section 2. Other Use Restrictions. Any Supplemental Declaration may set forth use restrictions that will apply to the additional Membership Property that shall be subjected to this Declaration as Membership Property by the Declarant's execution and recording of such Supplemental Declaration. Any use restrictions which shall be set forth in any Supplemental Declaration shall thereafter be as binding on the Membership Property which is the subject of such Supplemental Declaration as if such use restrictions were set forth in their entirety in this Declaration, and will be enforceable by the Board of Directors and the Members pursuant to the terms and provisions of this Declaration. Not all of the Membership Property will be subject to the same use restrictions.

Section 3. Prohibited Activities. No noxious or offensive activity shall be conducted on any Lot. Each owner of any Lot, his family, tenants, guests and invitees, shall refrain from any act or use of his Membership Property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Lot.

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Section 4. Nuisances. No nuisance shall be permitted to exist upon any Lot. Without limiting the generality of the foregoing, 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. The purpose of this provision is to make sure any noise coming from a residence cannot be heard by an adjoining property owner.

Section 5. Trash; Animals. No portion of any Lot shall be used as a dumping ground for rubbish, trash or garbage, nor shall any trash or garbage be permitted to accumulate upon any Lot. Garbage containers shall be screened on each Lot so that the same shall not be visible from the street or from any part of any other Lot.

No animals except common domestic household pets, within the ordinary meaning and interpretation of such words, may be kept, maintained or cared for in any lot or within the Property. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance; and no pets will be allowed on the Property other than on the Lot of the owner of such pets, unless confined to a leash or under voice control. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Upon written request of any owner, the Board of Directors of the Association may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet whether such animals is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Board of Directors of the Association in such matters is conclusive and shall be enforced as other restrictions contained herein. No animal may be maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels for boarding or operation shall be allowed;

Section 6. Signs. No property owner shall erect or display any sign of any kind, including but not limited to "For Sale" signs, upon any lot, in any window, on any mailbox, or on any vehicle.

The Developer has the right place signs on any property, including but not limited to, model homes, offices, common areas and for direction.

Section 7. Antennas; Aerials; Satellite Dishes. No satellite dish antenna or tower shall be permitted or construction upon any lot or on any residential unit of the Membership Property, excepting however, a small satellite dish no larger than eighteen (18) inches in diameter may be maintained. The property owner must apply for permission to place any such object on subject property and approval must be given by the Declarant, prior to the placement of any such object. No antenna will be approved on the front half of the house or visible from the street. If any property owner is found to be in violation of this restriction the object may be removed or relocated at property owner's expense and a fine may be imposed by the Property Owners Association and/or Architectural Advisory Committee.

Section 8. Clotheslines. No clothesline shall be erected on any portion of any Lot.

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Section 9. Recreational Equipment. All recreational equipment, including but not limited to, basketball goals, swing sets, trampolines, shall not be visible from the street, golf course, or rear of any surrounding residences, without the written consent of the Property Owners Association or Architectural Advisory Committee.

Section 10. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 11. 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 12. Trucks; Recreational Vehicles; Trailers; Boats; Campers; Commercial Vehicles. No recreational vehicle, boat, watercraft, boat trailer, camper, trailer, business or commercial vehicle, commercial truck or utility trailer shall be permitted to be parked in the street or upon any portion of any lot or in any driveway in the Subdivision. Parking of vehicles is limited to personal automobiles or trucks no larger than a pick-up truck. There is expressly prohibited any delivery vehicle, service vans, work trucks, tractor or any type of commercial transportation equipment being parked or maintained in the Subdivision or on any street in the Subdivision.

No personal 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 current license tag and, if applicable, operating sticker.

Section 13. Parking of Vehicles. No vehicle may be parked on the roadway or right-of-way. All vehicles must be parked in the Garage or in the driveway in front of the garage. Vehicles may not be parked on the grass, in any yard, beside a residence, or in the rear of any residence.

Section 14. 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, in addition to his rights under Section 1 of Article X of this Declaration, 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 AND LANDSCAPING

Section 1. Maintenance by Owners.

(a) All Membership Property shall be kept and maintained by the owner(s) thereof in a neat and attractive condition, which is satisfactory to the Board of Directors. The foregoing shall include the maintenance of each Lot in accordance with the landscaping plan, which shall have been approved for any Lot pursuant to the procedure described in Section 4 of Article VI hereof. In certain Phases the Homeowners Association shall be responsible for cutting of grass, chemicals and fertilization. All other items shall be the homeowners' responsibility. Example (flowerbeds)

(b) No children's play equipment, picnic equipment, athletic equipment or any similar items may be placed upon any portion of any Lot if the same is not satisfactory to the Board of Directors

All determination made by the Board of Directors concerning whether a particular Lot is in satisfactory condition, and whether any item placed upon any Lot is satisfactory, shall be conclusive and binding upon all Members.

Section 2. Failure of Maintenance. In the event that the owner of any Lot shall fail to maintain all portions of such Lot in a condition which is satisfactory to the Board of Directors, or shall persist in leaving upon such Lot any item which is unsatisfactory to the Board of Directors, the Board of Directors shall have the right, exercisable to it or through its agents or employees, and after giving to the owner of such Lot at least seven (7) days' notice and an opportunity to correct the unsatisfactory condition or to remove the unsatisfactory item, to enter upon such Lot and correct the unsatisfactory condition or to remove the unsatisfactory item, including, without limitation, cutting the grass, weeds, and other vegetation, and removing dead trees, shrubs, and other plants, removing the unsatisfactory item and adding pine straw, mulch or plants as deemed necessary by the Property Owners Association. The owner of the Lot upon which such work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct or indirect costs as may be incurred by the Association in connection with the performance of such work, plus any penalty assessed and 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 the Declaration. In additions, all such costs shall be paid to the Association by such owner 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. Pre-Construction Condition of Lots. Until such time as a landscaping plan for any Lot shall have been approved by the Board of Directors pursuant to the provisions of Section 4 of Article VI hereof, said Lot shall be kept and maintained by the owner thereof in the same condition that said Lot was in at the time such Lot was submitted to the terms and provisions of

this Declaration. In no event shall the owner of any Lot remove any trees or plants from such Lot except in accordance with a landscaping plan that was approved for such Lot by the Board of Directors pursuant to the procedure described in Section 4 of Article VI hereof. If a dead or diseased tree must be removed notification along with evidence must be provided to the Property Owners Association.

ARTICLE IX

AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by (a) the Declarant, if the Declarant shall then own any Lot or any other portion of the Fairways Edge Property and the Declarant shall not have surrendered control of the Association to the Members or (b) a 2/3 vote of the members of the Association, if Declarant has surrendered control of the Association and more than 75% of all Lots have been sold. 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. If any such amendment is required to be approved by the Declarant the approval shall be given only by such Person executing a written approval of the same. The initial board members for the Property Owners Association will be appointed by the Declarant when first turned over to the Property Owners.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of Camden 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, and containing the written approval of the Declarant, if the same is required (as hereinabove provided).

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

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MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the 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 Camden County, Georgia for an order from such Court, 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 all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Membership Property"), 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 Membership Property, their respective legal representatives, heirs, successors and assigns, perpetually.

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

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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.

Section 7. Successors to Declarant. In no event shall any Person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Membership Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

IN WITNESS WHEREOF, Sawyer & Associates Inc and Fairways Edge Property Owners Association, Inc. have caused this Declaration to be executed by their duly authorized officers on the day and year first above written.

SAWYER & ASSOCIATES, INC

By: *Ronald H. Sawyer*
RONALD H. SAWYER, PRESIDENT

[CORPORATE SEAL]

Signed, sealed and delivered on the
12th day of May, 2008 in the
presence of:

Renee Greer
Unofficial Witness

Melanie H. Britt
Notary Public



Recorded MAY 21 2008

Jessica Walden
Clerk Superior Court