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PAID: 70.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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After recording, please return to:
John G. Lientz, Esq.
Bouhan, Williams & Levy LLP
447 Bull Street
Savannah, Georgia 31401

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
BERWICK PLANTATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERWICK PLANTATION, made as of the 14th day of May, 2002 ("Effective Date"), by INTERNATIONAL PAPER REALTY CORPORATION ("IPRC") and BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC., and effective on the Effective Date,

WITNESSETH:

WHEREAS, IPRC is or has been the owner of certain property described on Exhibit A attached hereto, containing approximately 1,900.8 acres, more or less, said property being generally known as "Berwick Plantation" in Chatham County, Georgia ("the Property");

WHEREAS, IPRC desires to develop upon the Property a planned unit development to be known as "Berwick Plantation," consisting of well-planned residential, commercial and recreational developments, open spaces and other private common areas and facilities for the benefit, interest and advantage of IPRC and each and every Owner who shall acquire title to any portion of the Property;

WHEREAS, IPRC has deemed it desirable for the efficient preservation, protection and control of the Property to create an agency for the purpose of maintaining and administering the Common Area described hereinafter, maintaining landscaping, signage, recreation and conservancy areas and administering this Agreement and collecting and expending for the purposes set forth herein the assessments hereinafter described;

WHEREAS, it is in the interest and to the advantage of the IPRC and to each person, corporation, partnership or other entity which shall hereafter acquire title to any portion of the Property that certain features of the infrastructure of Berwick Plantation be maintained, repaired and replaced as appropriate; and

WHEREAS, Berwick Plantation Property Owners Association, Inc., has been formed for the purposes of maintaining, repairing and replacing the infrastructure hereinafter described;

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to be derived by IPRC and each and every subsequent owner and occupant of lots or parcels within the Property, IPRC does hereby declare that all of the Property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, conditions, charges and affirmative obligations and conditions hereinafter set forth, all of which shall run with the Property and be binding on all persons, firms, associations, corporations or other entities having or hereafter acquiring any right, title or interest in said Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof, to wit:

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ARTICLE I
Definitions

The following words and terms, when used in this Agreement, shall have the following meanings:

Section 1. "Association" shall mean and refer to Berwick Plantation Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns. The Articles of Incorporation and the Bylaws for the Association are attached hereto as Exhibits B and C, respectively.

Section 2. "Common Area" shall mean and refer to the primary entrance road from U.S. Highway 17 into Berwick Plantation along the roadway to be known as Berwick Plantation Boulevard, including landscaping, lighting, irrigation and signage and the recreational facilities to be constructed by IPRC and conveyed at IPRC's cost basis to the Association. The recreational facilities shall include a lake, fishing dock, covered pavilion, playground equipment, central trial system and related landscaping, lighting, irrigation and parking.

Section 3. "Living Unit" shall mean and refer to any portion of a multi-family structure (other than a duplex, townhouse or similar structure) situate upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of any portion of the Property, together with the improvements thereon, for a single family structure. Each unit within a duplex or similar structure occupied or intended as a single family structure shall be counted as a separate Lot for all purposes hereof.

Section 5. "Member" shall mean and refer to IPRC, the Vendee Members and the Subassociation Members.

Section 6. "Owner" shall mean and refer to the record owner, whether if one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Property, but excluding Vendee Members and those having an interest merely as security for the performance of an obligation.

Section 7. "Parties to this Agreement" shall mean and refer to IPRC, the Association, all Vendee Members who subscribe to this Agreement, and all Subassociation Members who, upon being delegated responsibilities hereunder by a Vendee Member, shall subscribe to this Agreement and accept such responsibilities.

Section 8. "Subassociation Member" shall mean and refer to any Tract Association satisfying the requirements of this Agreement, to whom a Vendee Member will delegate its responsibilities and obligations under this Agreement.

Section 9. "Tract" shall mean any portion of the Property previously or hereafter conveyed by IPRC to a Vendee Member.

Section 10. "Tract Association" shall mean the automatic membership association consisting of all Owners of Lots, recreational facilities and separately owned parcels of land (however used) within a Tract conveyed to a Vendee Member.

Section 11. "Vendee Member" shall mean and refer to any person, firm, entity or corporation to whom IPRC conveys any portion of the Property, and who subscribes to this Agreement as a Vendee Member.

ARTICLE II
Infrastructure Maintenance

Section 1. Members' Benefits. Each Member shall be entitled to the benefits of this Agreement, which include maintenance and landscaping by the Association of the Common Area and other areas described herein.

Section 2. Title to Common Area. IPRC hereby covenants for itself, its successors and assigns, to convey fee simple title to the Common Area described herein to the Association for its cost basis, free and clear of all liens and encumbrances, upon completion of the facilities to be constructed thereon, subject only to the provisions of this Agreement and easements, conditions, reservations and restrictions of record.

Section 3. Obligations of the Association. The Association covenants and agrees, for itself, its successors and assigns, as follows:

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a. The Association will acquire any Common Area which IPRC is obligated to or may convey to the Association for its cost basis, as provided in this Agreement;

b. The Association will preserve and maintain for the common benefit of all its Members the Common Area which it shall own, pay taxes thereon and operate facilities thereon for the benefit of its Members; and

c. The Association will maintain all landscape medians in or along U.S. Highway 17 and Berwick Plantation Boulevard (with the exception of landscaped entrances to Tracts), together with associated signage, lighting and irrigation, and will pay all utility costs in connection therewith.

d. Each Member shall have the right following reasonable notice and during normal business hours to inspect the books and records of account of the Association.

ARTICLE III
Covenants for Assessments

Section 1. Vendee's Obligation. Each Vendee Member, by subscription to this Agreement, hereby covenants and agrees to pay to the Association, for the purposes set forth in this Agreement:

- a. Annual assessments or charges; and
- b. Special assessments for capital improvements.

Such annual assessments or charges and special assessments for capital improvements shall be due and payable by each Vendee Member to the Association upon receipt by such Vendee Member of payment by each Owner of a Lot or Living Unit within each Tract which the Vendee Member purchased from IPRC. All such assessments shall be fixed, established and collected as hereinafter provided, and shall be and remain the obligation of each Vendee Member until such Vendee Member shall be relieved of such obligation as herein provided.

Section 2. Relief from obligation. A Vendee Member may be relieved of its obligation to pay assessments provided herein by providing a substitute Member to whom such obligation shall be delegated, provided

- a. Such substitute Member shall accept such obligations: and
- b. Such substitute Member shall be acceptable to IPRC. To be acceptable to IPRC, a substitute Member must have satisfactory financial strength and net worth, in the sole discretion of IPRC. A Subassociation Member is hereby declared to be acceptable as a substitute Member if it has the power to assess every Lot or Living Unit located therein for assessments, including, among other things, the obligations set forth in this Agreement. Each Vendee Member which conveys Lots to Owners within a Tract shall form a Tract Association to be its

Subassociation Member. In the event a Vendee Member collects less than the full amount of any assessment together with any assessment due to the Subassociation Member, the Subassociation Member shall pay to the Association its proportionate share of the amount collected.

Section 3. Annual Assessments. The annual assessments or charges required under this Agreement shall be used exclusively

a. for the acquisition of, improvement, landscaping, lighting, signage, repair, maintenance and irrigation (as needed) of the Common Area, the payment of any taxes assessed against the Common Area, and payment of insurance with respect to the Common Area; and

b. for the maintenance, irrigation and replacement (as needed) together with the cost of any associated utilities, of any signage, landscaping and lighting installed by IPRC along the primary entrance road from U.S. Highway 17 into Berwick Plantation along a roadway to be known as Berwick Plantation Boulevard or adjacent thereto.

Section 4. Amount of Annual Assessments. The annual assessments for each Tract in the Property shall be determined annually, in advance, and the maximum amount shall be determined as follows:

a. Until completion of the amenities on the Common Area and conveyance thereof to the Association or until the Board of Directors which includes Directors elected by the Class A Members adopts a budget which requires a higher assessment, the annual assessment shall be \$60.00 for each Lot and \$30.00 for each Living Unit within each Tract of the Property;

b. Thereafter, the maximum annual assessment shall be established by the Board of Directors of the Association, provided, however, the annual assessments shall not increase more than five (5%) percent annually without the unanimous consent of each Vendee Member and each Subassociation Member; and

c. When the Board of Directors fixes the annual assessments for each calendar year, the Board will at the same time and in connection therewith, prepare or cause to be prepared an annual budget showing the services provided under this Agreement and the costs thereof.

Section 5. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided herein shall commence as to each Lot or Living Unit within any Tract on the first day of the month following (i) issuance by the governmental entity with jurisdiction in the premises of a certificate of occupancy or similar permit evidencing that construction of the Lot or Living Unit is complete, and (ii) any conveyance of each Lot or Living Unit by a Vendee Member or its successor in title to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The first annual assessment (as adjusted) shall be due and payable at the time of the closing of the sale of a Lot or Living Unit to an Owner. The annual assessments due for subsequent years shall be due and payable in three equal installments on or before January 1, May 1 and September 1 of each year.

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Section 6. Form of Subscription. Vendee Members and Subassociation Members, respectively, may subscribe to this Agreement by executing the Subscription Agreements, samples of which are attached as Exhibits D and E.

ARTICLE IV
Membership and Voting Rights

Section 1. Vendee Member. Every purchaser of a Tract from IPRC who shall subscribe hereto shall be and become a Vendee Member unless and until replaced by a Subassociation Member as required by the provisions of Article III, Section 2(b) hereof.

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

a. Class A. Class A Members shall be all Vendee Members and all Subassociation Members which have replaced Vendee Members as provided herein. Each such Member will be entitled to one vote per Lot and one-half vote per Living Unit assigned to the Tract originally purchased by the Vendee Member.

b. Class B. The Class B Member shall be IPRC which shall be entitled to cast the number of votes which are contained in the total of all Class A Members, plus one vote, until such time as the Class B Membership terminates or is converted to Class A Membership. Class B Membership shall be converted to Class A Membership upon the happening of the earlier of the following:

- (i) When IPRC shall no longer own any of the real property described on Exhibit A attached hereto;
- (ii) On December 31, 2015; or
- (iii) When, at its sole discretion, IPRC so determines.

ARTICLE V
Indemnification

Notwithstanding the duty of the Association to maintain the Common Area, the Association shall not be liable for injury or damage caused by any latent condition in any portion thereof, nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his or her duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her having been an officer or director of the Association, or any settlement, whether or not such person is an

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officer or director of the Association at the time such expense and liabilities are incurred except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of any such settlement, indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE VI
General Provisions

Section 1. Effective Date. The Effective Date of this Agreement shall be the date of execution by IPRC.

Section 2. Enforcement. The Association, IPRC and any Member shall have the right to enforce, by proceeding at law or in equity, all conditions, covenants or charges now or hereafter imposed by the provisions of this Agreement. Failure by the Association, IPRC or by any Member to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants, by judgment or court order, shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 4. Notices. Any notice sent or required to be sent to any Member or to the Association under the provisions of this Agreement shall be deemed to have been properly given when mailed, postage prepaid, to the last known address shown on the books of the Association for such addressee at the time of mailing.

Section 5. Duration. This Agreement shall inure to the benefit of and be enforceable by the Association, IPRC, or any Member, their respective heirs, successors and assigns, for a period of twenty (20) years from the Effective Date, after which time it shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the holders of not less than ninety (90%) percent of the votes has been executed, amending or abrogating this Agreement; provided, however, that no such amendment or change shall be effective unless made and executed at least six (6) months in advance of the effective date of such change, and unless written notice of the proposed amendment is sent to every Member at least ninety (90) days in advance of any action taken.

Section 6. Amendment. Except as herein provided, the Association shall have the power to amend this Agreement, by a vote of at least fifty percent (50%) of the number of the total votes of the Association.

Section 7. Waiver. No provision hereof shall have been deemed abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

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Section 8. Conflicts. In the event of any irreconcilable conflict between this Agreement and the Bylaws or Articles of Incorporation, the provisions of this Agreement shall control. In the event of any irreconcilable conflict between the Articles of Incorporation of the Association, and the Bylaws of the Association, the provisions of the Articles of Incorporation shall control.

Section 12. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

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IN WITNESS WHEREOF, International Paper Realty Corporation and Berwick Plantation Property Owners Association, Inc., have caused this Agreement to be executed.

As to IPRC, signed, sealed and delivered in the presences of:

[Signature]
Witness

[Signature]
Notary Public
JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

As to the Association signed, sealed and delivered in the presences of:

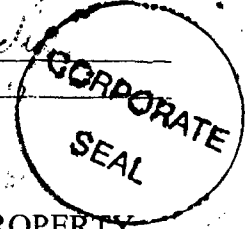
[Signature]
Witness

[Signature]
Notary Public
JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005

INTERNATIONAL PAPER REALTY CORPORATION

By: [Signature]
Leonard H. Ronnie, Jr., President

Attest: [Signature]
Title: Assistant Secretary



BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
Title: [Signature]

Attest: [Signature]
Title: Assistant Secretary

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Whereas, IPRC reserved a majority voting interest in the Association for as long as IPRC owns property in the Berwick Tract;

Whereas, IPRC still owns property in the Berwick Tract; and

Whereas, Association wishes to amend the Declaration to eliminate from the description of the Berwick Tract the property described on Exhibit A attached hereto ("Property"), which will be used for commercial purposes;

NOW THEREFORE, for and in consideration of the premises, IPRC and Association hereby agree as follows:

1. Association hereby amends the Declaration to delete the Property from the Berwick Tract. As amended hereby, the property subject to the Declaration shall be as described on Exhibit B attached hereto.
2. **The intent of this instrument is to release the Property from the Declaration.**
3. Except as expressly amended hereby, the covenants, conditions and restrictions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, IPRC and Association have caused these presents to be executed by their proper officers thereunto duly authorized and their corporate seals affixed on this the day and year first above written.

Signed, sealed and delivered
this 18th day of December,
2003.

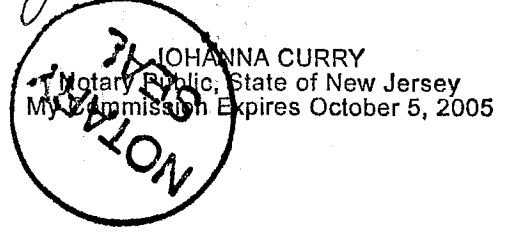
Kathleen M Willemin
Witness

INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation

By: [Signature]
Name: L.H. Ronnie, Jr.
As Its: President

Johanna Curry
Notary Public

Attest: [Signature]
Name: David S. Stein
As Its: Assistant Secretary



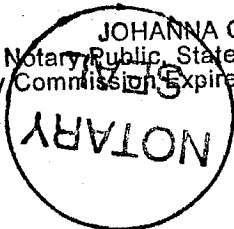
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Signed, sealed and delivered
this 18th day of December,
2003.

Kathleen M Willemin
Witness

Johanna Curry
Notary Public

JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005



**BERWICK PLANTATION PROPERTY
OWNERS ASSOCIATION, INC.,**
a Georgia not for profit corporation

By: [Signature]
Name: L. H. Ronnie, Jr.
As Its: Vice President

Attest: [Signature]
Name: David S. Stein
As Its: Assistant Secretary

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Exhibit A
Property

BEING all those certain parcels of land lying in the 7th G.M.D., Chatham County, Georgia, and being a portion of a tract known as "Berwick Plantation" and being shown as Tract "CT-1", Tract "CT-2" and Tract "C-3" (containing 38.251 acres, 14.3217 acres and 31.855 acres respectively) on that certain major subdivision plat entitled "Berwick Plantation" prepared for U.C. Realty Corporation by Thomas & Hutton Engineering Co. and dated November 13, 2001. Recorded in plat book 23S, folios 28A-28F.

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Exhibit B

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, containing 1911.35 acres, as shown on that plat entitled "Plat of a 1911.35 Acre Portion of Union Camp Corporation's C&S Tract, Known as Berwick and Beverly Plantations, 7th G.M. District, Chatham County, Georgia", recorded in Plat Record Book 11-P, page 146, in the Office of Clerk, Superior Court, Chatham County, Georgia, to which reference is made for a more complete description thereof.

Saving and excepting therefrom, that certain parcel containing 1-.535 acres conveyed by U.C. Realty Corp. to Chatham County, Georgia, by Right-of-Way Deed, dated April 14, 2000, recorded in Deed Book 211-P, page 497 in the aforesaid office.

The above-described parcel contains 1900.8 acres, more or less, said property being generally known as "Berwick Plantation" in Chatham County, Georgia.

Saving and excepting therefrom all those certain parcels of land lying in the 7th G.M.D., Chatham County, Georgia, and being a portion of a tract known as "Berwick Plantation" and being shown as Tract "CT-1", Tract "CT-2" and Tract "C-3" (containing 38.251 acres, 14.3217 acres and 31.855 acres respectively) on that certain major subdivision plat entitled "Berwick Plantation" prepared for U.C. Realty Corporation by Thomas & Hutton Engineering Co. and dated November 13, 2001. Recorded in plat book 23S, folios 28A-28F.

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Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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After recording, return to:
Kathleen M. Willemin, Esq.
International Paper Realty Corporation
3 Paragon Drive
Montvale, NJ 07645

STATE OF GEORGIA)
) SECOND AMENDMENT TO DECLARATION OF
) COVENANTS, CONDITIONS AND RESTRICTIONS
COUNTY OF CHATHAM) FOR BERWICK PLANTATION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERWICK PLANTATION, made and entered into this 28th day of June, 2005, by and between **INTERNATIONAL PAPER REALTY CORPORATION**, a Delaware corporation duly authorized by law to transact business in the State of Georgia, with an address of 130 Canal Street, Suite 103, Savannah, GA 31322 ("IPRC"); and **BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia not for profit corporation with an address of 130 Canal Street, Suite 103, Savannah, GA 31322, ("Association").

WITNESSETH:

Whereas, on May 4, 2002, IPRC and Association executed the Declaration of Covenants, Conditions and Restrictions for Berwick Plantation ("Declaration"), which is recorded in Deed Book 235P, page 676 in the office of Clerk, Superior Court, Chatham County, Georgia, to subject the property described therein ("Berwick Tract") to the terms and conditions of the Declaration;

Whereas, on December 18, 2003, IPRC and Association executed a First Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation ("First Amendment") which is recorded in Deed Book 263M, Page 289 in the office of Clerk of Superior Court of Chatham County, Georgia, to release certain property described therein from the terms and conditions of the Declaration;

Whereas, the Declaration governs the maintenance, repair, and replacement of the amenities and infrastructure and provides for the assessment of residential properties in the Berwick Tract except as aforesaid;

Whereas, the Declaration does not contain provisions which affect the development of the so-called church sites within the Berwick Tract;

Whereas, the Declaration reserves unto the Association the right to amend the Declaration;

Whereas, IPRC reserved a majority voting interest in the Association for as long as IPRC owns property in the Berwick Tract;

Whereas, IPRC still owns property in the Berwick Tract; and

Whereas, Association wishes to further amend the Declaration to eliminate from the description of the Berwick Tract the property described on Exhibit A attached hereto ("Property"), which will be used as church sites (including school and related activities);

NOW THEREFORE, for and in consideration of the premises, IPRC and Association hereby agree as follows:

1. Association hereby amends the Declaration to delete the Property from the Berwick Tract. As amended hereby; the property subject to the Declaration shall be as described on Exhibit B attached hereto.
2. The intent of this instrument is to release the Property from the Declaration.
3. Except as expressly amended hereby, the covenants, conditions and restrictions of the Declaration, as amended by the First Amendment, are ratified and confirmed.

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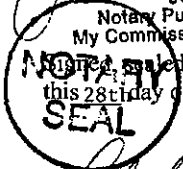
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IN WITNESS WHEREOF, IPRC and Association have caused these presents to be executed by their proper officers thereunto duly authorized and their corporate seals affixed on this the day and year first above written.

Signed, sealed and delivered
this 28th day of June, 2005

[Signature]
Witness

[Signature]
Notary Public
JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005



Signed, sealed and delivered
this 28th day of June, 2005.

[Signature]
Witness

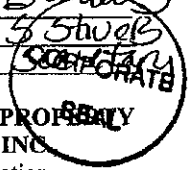
[Signature]
Notary Public
JOHANNA CURRY
Notary Public, State of New Jersey
My Commission Expires October 5, 2005



INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation

By: [Signature]
Kathleen M. Willemin
Vice President

Attest: [Signature]
Name: Deborah S Stuber
As Its: Assistant Secretary



BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC a Georgia not for profit corporation

By: [Signature]
L. H. Ronnie, Jr.
Vice President

Attest: [Signature]
Name: Kathleen M Willemin
As Its: Assistant Secretary



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Exhibit A
Property

Commencing at the point, said point being at the intersection of the Northern Right-of-way of a 60 foot Chatham County Canal and the Western Right-of-way of Berwick Boulevard said point being a Concrete Monument Found having Georgia State Plane East Zone Coordinates of Northing 740610.9844 Easting 946796.0183 and also being the **POINT OF BEGINNING**; thence North 82°16'01" West, a distance of 700.00 feet to a Concrete Monument Set; thence leaving the northern Right-of-way of a 60 foot Chatham County Canal North 06°30'40" West, a distance of 1,208.24 feet to a Concrete Monument Found and also being a point on the Eastern Property Line of Existing Water Tank Site; thence turning along said Existing Water Tank Site Property Line North 58°10'31" East, a distance of 231.62 feet to a Concrete Monument Found and also a point on the Western Right-of-way of Berwick Boulevard (Right-of-way Varies), being the point of curvature of a radial curve, concave to the south, having a radius of 3,155.00 feet, a central angle of 28°28'44" , and a chord length of 1,552.10 feet bearing South 24°06'11" East ; thence proceed along the arc of said curve 1,568.20 feet to a Concrete Monument Found and also that same **POINT OF BEGINNING**

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Said tract of land containing 15.808 Acres more or less, and being known as Tract "D-1" Berwick Plantation as shown on A Recombination plat of a portion of the C&S Tract known as Berwick Plantation Tract "D-1" & "D-2", 7th G.M. District, Chatham County, Georgia. A Survey by Boyce L. Young Georgia R.L.S. #2282, Thomas & Hutton Engineering Co., dated November 20, 2002 Last Revised December 19, 2002 and recorded in Chatham County Courthouse Subdivision Map Book No. 27-S Folio 27A, 27B dated January 30, 2003.

AND

Commencing at a Point; said point being a Concrete Monument Found at the intersection of the Westerly Right-of-way of U.S. Highway 17/ Ogeechee Road and the Easterly Right-of-way line of Berwick Boulevard said point having Georgia State Plane (NAD 83) coordinates of Northing 737449.1190 and Easting 947734.6119; Thence along said Berwick Boulevard (Right-of-way varies) South 76°30'29" West, a distance of 55.42 feet, to a Concrete Monument Found; Thence North 57°20'37" West, a distance of 72.28 feet, to a Concrete Monument Found and being the beginning of a tangent curve, concave to the northeast having a radius of 1450.00 feet, a central angle of 13°27'43", and whose chord bears North 50°36'45" West, a chord distance of 339.90 feet to a Concrete Monument Found; Thence radial to said curve South 46°07'07" West, a distance of 5.00 feet to a Concrete Monument Found; Thence along a radial curve concave to the northeast having a radius of 1455.00 feet, a central angle of 36°58'59", and whose chord bears North 25°23'24" West, a chord distance of 922.95 feet to a Concrete Monument Set; Thence continuing along a curve concave to the east having a radius of 1455.00 feet, a central angle of 6°17'58", and whose chord bears North 03°44'56" West, a chord distance of 159.89 feet to a Concrete Monument Found; Thence tangent to said curve North 00°35'57" West a distance of 60.29 feet to a Concrete Monument Set; Thence North 00°35'57" West a distance of 1363.47 feet to a Concrete Monument Found and being the beginning of a tangent curve, concave to the west having a radius of 3245.00 feet, a central angle of 7°39'22", and whose chord bears North

04°25'38" West, a chord distance of 433.29 feet to a Concrete Monument Set; Thence continuing along said Right-of-way along a curve concave to the west having a radius of 3245.00 feet, a central angle of 1°06'19", and whose chord bears North 08°48'28" West a chord distance of 62.59 feet to a Concrete Monument Set, said point having Georgia State Plane (NAD 83) coordinates of Northing 740598.2973 and Easting 946889.4475, and also being the **POINT OF BEGINNING**; Thence continuing along a curve concave to the west having a radius of 3245.00, a central angle of 7°02'27", and whose chord bears North 12°52'51" West a chord distance of 398.51 feet to a Concrete Monument Set; Thence turning along the southern Property line of Tract "I-2" the following courses and distances North 73°50'00" East a distance of 100.00 feet to a Concrete Monument Set; Thence North 83°52'58" East a distance of 302.45 feet to a Concrete Monument Set; Thence South 82°08'26" East a distance of 408.73 feet to a Concrete Monument Set; Thence North 79°01'55" East a distance of 192.47 feet to a Concrete Monument Set; Thence South 00°45'26" East a distance of 169.86 feet to a Concrete Monument Set; Thence South 14°47'17" East a distance of 287.04 feet to a Concrete Monument Set; Thence South 36°58'13" East a distance of 195.26 feet to a Concrete Monument Set and also a point on the Property line of a 60 foot Chatham County Drainage Right-of-way; Thence turning along said Right-of-way South 50°10'32" West a distance of 155.63 feet to a Concrete Monument Set; Thence North 68°31'01" West a distance of 470.56 feet to a Concrete Monument Set and being the beginning of a tangent curve concave to the south having a radius of 984.38 feet, a central angle of 13°45'14", and whose chord bears North 75°23'38" West, a chord distance of 235.73 feet to a Concrete Monument Set; Thence tangent to said curve North 82°16'01" West a distance of 312.04 feet to a Concrete Monument Set and also that same **POINT OF BEGINNING**.

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Said tract of land containing 12.092 acres more or less, and being known as Tract "I-1" as shown on a Major Subdivision Plat of a portion of the C&S Tract Known as Berwick Plantation this plat contains Tracts B, D-1, D-2, D-3 & I-1, I-2, I-3, CT-1, CT-2, CT-3, a portion of a Chatham County Drainage R/W, a portion of Berwick Boulevard (Right-of-way Varies) & a 50' Drainage and Maintenance Access Easement along Larchmont Canal, situated in the 7th G.M. District, Chatham County, Georgia. A Survey by Boyce L. Young Georgia R.L.S. #2282, Thomas & Hutton Engineering Co., as recorded in Chatham County Courthouse Subdivision Map Book No. 23-S Folio 28A-F Dated November 13, 2001.

Exhibit B

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, containing 1911.35 acres, as shown on that plat entitled "Plat of a 1911.35 Acre Portion of Union Camp Corporation's C&S Tract, Known as Berwick and Beverly Plantations, 7th G.M. District, Chatham County, Georgia", recorded in Plat Record Book 11-P, page 146, in the Office of Clerk, Superior Court, Chatham County, Georgia, to which reference is made for a more complete description thereof.

Saving and excepting therefrom, that certain parcel containing 1-.535 acres conveyed by U.C. Realty Corp. to Chatham County, Georgia, by Right-of-Way Deed, dated April 14, 2000, recorded in Deed Book 211-P, page 497 in the aforesaid office.

The above-described parcel contains 1900.8 acres, more or less, said property being generally known as "Berwick Plantation" in Chatham County, Georgia.

Saving and excepting therefrom (1) that certain parcel as described on Exhibit A to the First Amendment; and (2) those certain parcels as described on Exhibit A to this Second Amendment.

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PAGE
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After recording, return to:
Deborah S. Stivers
International Paper Company
6400 Poplar Avenue
Memphis, TN 38197

STATE OF GEORGIA }
)
COUNTY OF CHATHAM) **THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BERWICK PLANTATION**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BERWICK PLANTATION, made and entered into this ____ day of February, 2009, by and between **INTERNATIONAL PAPER REALTY CORPORATION**, a Delaware corporation duly authorized by law to transact business in the State of Georgia, with an address of 6400 Poplar Avenue, Memphis, TN 38197 (“IPRC”) and **BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia not for profit corporation with an address at c/o International Paper Realty Corporation, 130 Canal Street, Pooler, Georgia 31322 (“Association”).

WITNESSETH:

Whereas, on May 4, 2002, IPRC and Association executed the Declaration of Covenants and Restrictions for Berwick Plantation (the “Original Declaration”), which is recorded in Deed Book 235P, page 676 in the office of Clerk, Superior Court, Chatham County, Georgia, to subject the property described therein (the “Berwick Tract”) to the terms and conditions of the Original Declaration;

Whereas on December 15, 2003, IPRC and the Association executed the First Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation

(the "First Amendment"), which is recorded in Deed Book 263M, page 289, in the office of Clerk, Superior Court, Chatham County, Georgia;

Whereas on June 28, 2005, IPRC and the Association executed the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation (the "Second Amendment") which is recorded in Deed Book 298D, page 315, in the office of Clerk, Superior Court, Chatham County, Georgia. (the Original Declaration, First Amendment, and Second Amendment herein collectively referred to as the "Declaration").

Whereas, the Declaration reserves unto the Association the right to amend the Declaration;

Whereas, IPRC reserved a majority voting interest in the Association for as long as IPRC owns property in the Berwick Tract;

Whereas, IPRC still owns property in the Berwick Tract; and

Whereas, the Association wishes to amend the Declaration to clarify and modify certain provisions thereof;

NOW THEREFORE, for and in consideration of the premises, IPRC and Association hereby agree as follows:

1. The Declaration is hereby amended as set forth below:

A. ARTICLE I Definitions.

(i) New Section 12. The following Section is added to Article I:

Section 12. "Voting Delegate" shall mean and refer to the representative appointed or elected by a Class A Member to cast such Class A Member's votes on all matters requiring a vote of the Membership.

B. ARTICLE III Covenants for Assessments.

(i) Section 1. Vendee's Obligation. The last full paragraph of Section 1 of Article III shall be deleted in its entirety and replaced with the following:

Such annual assessments or charges and special assessments for capital improvements shall be due and payable by each Vendee Member as hereinafter provided and shall remain the obligation of each Vendee Member until such Vendee Member shall be relieved of such obligation as herein provided. The obligation of each Vendee Member (or a substitute Member, as the case may be) to pay such assessments and charges shall not be contingent upon such Member's ability to collect the monies from

the Owners of the Lots and Living Units within the Tract the Vendee Member purchased from IPRC.

(ii) Section 2. Relief from Obligation. Subsection "a" of Section 2 of Article III shall be deleted in its entirety and replaced with the following:

a. Such substitute Member shall accept such obligations in writing, a copy of which writing shall be provided to IPRC; and

(iii) Section 5. Date of Commencement of Annual Assessments; Due Date. The last sentence of Section 5 of Article III shall be deleted in its entirety and replaced with the following:

The annual assessments due for subsequent years shall be due and payable on or before March 1 of each year.

(iv) New Section 6. The following Section is added to Article III:

Section 6. Delinquent Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest charged on judgments in the State of Georgia and the Association may bring an action at law against the Member obligated to pay the same; and interest, costs and reasonable attorneys' fees of such action shall be added to the amount of the assessment. No Member may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Areas.

C. Article IV. Membership and Voting Rights.

(i) New Section 3. The following Section is added to Article IV.

Section 3. Voting Delegate. Each Class A Member shall appoint or elect a Voting Delegate to be responsible for casting all votes for such Class A Member, on all matters requiring a vote of the Membership. Each Class A Member shall provide to the Association a written certification stating the name and contact information of its Voting Delegate. The Association shall be entitled to rely on such certification until such time as it is provided with a new certification. If the Association is not in receipt of the required certification from a Class A Member at the time a vote on an Association matter takes place, such Class A Member shall not be entitled to cast its votes in connection with such matter.

2. Except as expressly amended hereby, the covenants, conditions and restrictions of the Declaration are ratified and confirmed.

IN WITNESS WHEREOF, IPRC and the Association have caused these presents to be executed by their proper officers thereunto duly authorized and their corporate seals affixed on this the day and year first above written.

Signed, sealed and delivered
this 29 day of January, 2009

Alleson B. Temple
Witness

[Signature]
Notary Public
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY

Signed, sealed and delivered
this 7th day of February, 2009

J. T. Mabell
Witness

Linda C. Howard
Notary Public

LINDA C. HOWARD
Notary Public, Chatham County, GA
My Commission Expires February 19, 2012

INTERNATIONAL PAPER REALTY CORPORATION, a Delaware corporation

By: [Signature]
Name: E. Wayne Plummer
As Its: President

Attest: [Signature]
Name: Deborah S. Stivers
As Its: Assistant Secretary

BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.,
a Georgia not for profit corporation

By: [Signature]
Name: WILLIAM C. BURSTNER
As Its: PRESIDENT

Attest: [Signature]
Name: Linda C. Howard
As Its: Secretary



Doc ID: 030125020004 Type: COVE
 Recorded: 12/20/2016 at 01:54:11 PM
 Fee Amt: \$18.00 Page 1 of 4
 Chatham, Ga. Clerk Superior Court
 Daniel Massey Clerk Superior Court

BK **968** PG **726-729**

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Return to: Nowack Howard, LLC.
 Resurgens Plaza, Suite 1250
 945 East Paces Ferry Road, N.E.
 Atlanta, Georgia 30326

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 235P
 Page 676

COUNTY OF CHATHAM

Deed Book 263M
 Page 289

Deed Book 298D
 Page 315

Deed Book 348H
 Page 579

Deed Book 322J
 Page 421

Deed Book 264K
 Page 098

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BERWICK PLANTATION

This **FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BERWICK PLANTATION** (hereafter referred to as "Fourth Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, on May 4, 2002, International Paper Realty Company ("IRPC") and the Berwick Plantation Property Owners Association, Inc. (the "Association") executed that certain Declaration of Covenants, Conditions and Restrictions for Berwick Plantation which was recorded on August 4, 2002 in Deed Book 235P, page 676 *et seq.* of the Chatham County, Georgia Land Records, which Declaration was duly amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for

Berwick Plantation recorded on December 22, 2003 in Deed Book 263M, page 289 *et seq.*, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on November 28, 2005 in Deed Book 298D, page 315 *et seq.*, and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on February 9, 2009 in Deed Book 348 H, page 579 *et seq.* (hereafter collectively referred to as the "Declaration");

WHEREAS the subdivided section within the Berwick Plantation Development commonly known as "Southbridge at Berwick Plantation" consisting of the property described in that certain Subscription Agreement-Vendee recorded in Deed Book 322J, page 421 *et seq.* of the Chatham County Georgia Land Records and in that certain Subscription Agreement recorded in Deed Book 264K, page 098 *et seq.* of the Chatham County Georgia Land Records shall be referred to herein as "Southbridge at Berwick Plantation;" and

WHEREAS, the individual Lots in Southbridge at Berwick Plantation are subject to this Declaration and subject to assessments set forth in the Declaration, the Owners of Lots in Southbridge at Berwick Plantation are not governed by an association that constitutes a Subassociation Member or Tract Association, there is no viable Vendee Member for Southbridge at Berwick Plantation, nor do the Owners of Lots have a means to cast the votes pertain to said lots in the Association; and

WHEREAS, Article VI, Section 6 of the Declaration reserves unto the Association the right to amend the Declaration by the vote of at least fifty percent (50%) of the number of total votes in the Association; and

WHEREAS, the members of the Association hereby acknowledge the existing situation as set forth in the above recitals and desire to amend the Declaration in order to: 1) formalize the assessments on individual Lots in Southbridge at Berwick Plantation; 2) formalize the obligation of Owners of Lots in Southbridge at Berwick Plantation to pay Assessments to the Association; 3) provide a means by which the Owner of Lots in Southbridge at Berwick Plantation can select a Voting Delegate in order to cast the vote in the Association pertaining to said Lots; and

WHEREAS, at a duly called meeting of the Voting Delegates of the Association held on December 7, 2016, more than fifty percent (50%) of the votes in the Association were cast in favor of adopting this Forth Amendment; and

WHEREAS, there is no longer a "Class B Member" of the Association as such term is defined in the Declaration; and

WHEREAS this Fourth Amendment shall become effective immediately upon its adoption by the Association and execution by the undersigned officers; and

NOW, THEREFORE, the Members of the Association agree that the Declaration is hereby amended as follows:

1.

Article III, Section 1 of the Declaration is hereby amended by adding the following new paragraph at the end thereof:

Notwithstanding the foregoing, and solely with regard to the Southbridge at Berwick Plantation Subdivision within the Berwick Plantation Development, the assessments set forth in the Declaration may be levied on each individual Lot within Southbridge at Berwick Plantation and collected directly from the record title holder(s) of each said Lot until such time as a valid Subassociation Member (as defined in this Declaration) is formed for Southbridge at Berwick Plantation and becomes obligated to pay assessments in accordance with Article III, Section 2. Until such time, the assessment shall be the personal obligation of each Owner of a Lot within Southbridge at Berwick Plantation.

Article IV of the Declaration is hereby amended by adding the following new Section 4 thereto:

Section 4. Southbridge Voting Delegate: Notwithstanding anything to the contrary in this Declaration, and solely with regard to the Southbridge at Berwick Plantation Subdivision within the Berwick Plantation Development, until such time as a valid Subassociation Member is established for Southbridge at Berwick Plantation the Owners of Lots in Southbridge at Berwick Plantation may designate a Voting Delegate who may cast the votes in the Association pertaining the Lots in the Southbridge at Berwick Plantation in the same manner as if a Subassociation Member or Vendee Member existed for the Southbridge at Berwick Plantation. Said Voting Delegate shall be designated by the agreement of the Owners of a majority of the Lots in Southbridge at Berwick Plantation for which assessments have commenced pursuant to this Declaration. The initial Voting Delegate for Southbridge at Berwick Plantation shall be Mark Schreiber, who currently serves on the Board of Directors of the Association and is an owner of a Lot within Southbridge at Berwick Plantation, who shall serve until the Owners of Lots in the Southbridge at Berwick Plantation designate a successor, but no later than January 31, 2017.

IN WITNESS WHEREOF, the undersigned officers of the Berwick Plantation Property., hereby certify that the above Amendments to the Declaration were duly adopted by the affirmative vote of more than fifty percent (50%) of votes in the Association at a duly called meeting of the voting delegates of the Association held on December 7, 2016.

This 7 day of DECEMBER, 2016.

BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

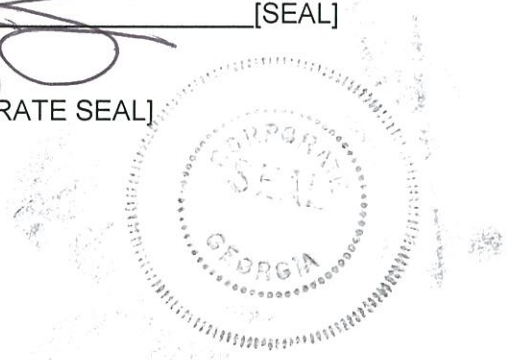
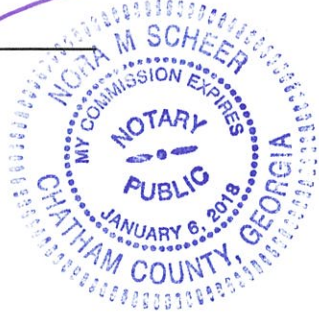
By: [Signature] [SEAL]
President

Attest: [Signature] [SEAL]
Secretary
[CORPORATE SEAL]

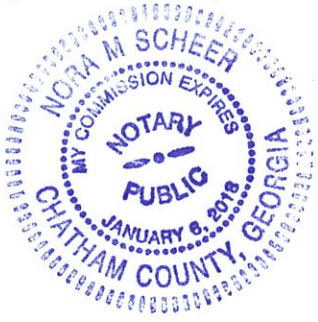
[Signature]
Witness

SWORN TO AND SUBSCRIBED BEFORE ME this 7th day of December 2016.

[Signature]
Notary Public



[NOTARY SEAL]



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Fee Amt: \$26.00 Page 1 of 7
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Atlanta, Georgia 30326

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 235P
Page 676

COUNTY OF CHATHAM

Deed Book 256B
Page 315

Deed Book 256U
Page 285

Deed Book 263M
Page 289

Deed Book 298D
Page 315

Deed Book 348H
Page 579

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BERWICK PLANTATION**

This **FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BERWICK PLANTATION** (hereafter referred to as "Fifth Amendment") is made on the date first set below.

WITNESSETH:

WHEREAS, on May 4, 2002, International Paper Realty Company ("IRPC") and the Berwick Plantation Property Owners Association, Inc. (the "Association") executed that certain Declaration of Covenants, Conditions and Restrictions for Berwick Plantation which was recorded on August 4, 2002 in Deed Book 235P, page 676 *et seq.* of the Chatham County, Georgia Land Records, which Declaration was duly amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on December 22, 2003 in Deed Book 263M, page 289 *et seq.*, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on November 28, 2005 in Deed Book 298D, page 315 *et seq.*, and that certain Third Amendment to

Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on February 9, 2009 in Deed Book 348 H, page 579 *et seq.* (hereafter collectively referred to as the "Declaration");

WHEREAS, the property subject to the Declaration is referred to herein as the "Berwick Plantation Development;" and

WHEREAS, approximately 506.631 acres of land within the Berwick Plantation Development is also subject to a separate declaration of covenants and restrictions which is recorded in the Chatham County, Georgia Land Records in Deed Book 256B, page 315 *et seq.* and re-recorded in Deed Book 256U, page 285 *et seq.* as more fully described therein (hereafter the "Conservation Covenant"); and

WHEREAS, the land within the Berwick Plantation Development that is also subject to the Conservation Covenant shall be referred to as the "Berwick Plantation Wetlands;" and

WHEREAS, the real property transferred to the Association by deed dated March 31, 2009 and recorded in the Land records of Chatham County in Deed Book 356G Pages 116-124 and re-recorded at Deed Book 365L, Pages 190-198 and more particularly described in that certain plats recorded in the Chatham County land records in Plat Book 41P pages 27A-28D and Pat Book 41P, pages 28A-28B, and which is part of the Berwick Plantation Wetlands, shall be referred to as the "Master Wetlands Parcels"; and

WHEREAS, the Master Wetlands Parcels are subject to both the Declaration and the Conservation Covenant; and

WHEREAS the Berwick Plantation Development has been divided into and consists of numerous subdivisions (hereafter "Subdivisions"), each of which is also subject to a separate declaration of covenants applicable to each respective subdivision, which declarations of covenants are referred to herein as "Subdivision Declarations."

WHEREAS, although the Association owns the Master Wetlands Parcels, it does not own any other portions of the Berwick Plantation Wetlands, the remaining portions of which are separately owned by Subassociation Members, Vendee Members and other parties subject to the Declaration as more fully forth in the various deeds for portions of the Berwick Plantation Wetlands recorded in the Land records of Chatham County, Georgia; and

WHEREAS, a significant portion of the Berwick Plantation Wetlands serves to drain water runoff from various sections of the Berwick Plantation Development; and

WHEREAS, there is a population of beavers that inhabit the Berwick Plantation Wetlands and possibly other areas within the Berwick Plantation Development and such beavers have constructed dams and have felled trees that have obstructed and interfered with water flow and drainage through the Berwick Plantation Wetlands; and

WHEREAS, the flow and drainage of water in various portions of the Berwick Plantation Wetlands has become obstructed by beaver dams, fallen trees and other obstructions and has interfered with the drainage of water in various sections of the Berwick Plantation Development;

WHEREAS the Declaration and the Conservation Covenant do not sufficiently authorize the Association, Subassociation Members, Vendee Members and other owners of portions of the Berwick Plantation Wetlands to take the necessary actions to remove beaver dams and other obstructions to water flow therein or to develop and execute a program of beaver population management for the Berwick Plantation Development; and

WHEREAS the Declaration does not authorize the Association to levy and collect Assessments for the purposes of removing beaver dams and other obstructions to water flow in the Master Wetlands Parcels or the Berwick Plantation Wetlands or to develop and execute a program of beaver population management for the Berwick Plantation Development; and

WHEREAS, the definition of the term "Common Area" in the Declaration is limited to the property described therein and does not include all real property owned by the Association, and specifically does not include the Master Wetlands Parcels or the Berwick Plantation Wetlands; and

WHEREAS, the Declaration only obligates the Association to maintain the Common Area and the other property described in Article II, Sections 1 & 3(b) & (c) of the Declaration and does not obligate the Association to maintain the Berwick Plantation Wetlands or the Master Wetlands Parcels, or to remove beaver dams or other obstructions to water flow, therefrom, or to manage the beaver population on the Berwick Plantation Wetlands or the Master Wetlands Parcels; and

WHEREAS, the Declaration only authorizes the Association to use the Annual Assessments it levies and collects as set forth in Article III, Section 3, which does not authorize the Association to use the Annual Assessments for the benefit of, or to otherwise maintain, the Master Wetlands Parcels or Berwick Plantation Wetlands, or to otherwise remove beaver dams or other obstructions to water flow therefrom, or to manage the beaver population in the Berwick Plantation Development; and

WHEREAS, Article III, Section 3 of the Declaration limits any increase in the Annual Assessments to five percent (5%) annually without the unanimous consent of each Vendee Members and each Subassociation Member; and

WHEREAS, the removal of beaver dams and other obstructions to water flow in the Berwick Plantation Wetlands and/or Master Wetlands and the development and execution of a plan to regulate and control the population of beavers throughout the Berwick Plantation Development are not "capital improvements" within the meaning of the Declaration, and specifically Article III, Section 1 (b) thereof; and

WHEREAS, Article VI, Section 6 of the Declaration reserves unto the Association the right to amend the Declaration by the vote of at least fifty percent (50%) of the number of total votes in the Association; and

WHEREAS, the members of the Association hereby acknowledge the existing limitations of the Declaration and the Conservation Covenant as set forth in the above recitals and desire to amend the Declaration in order to: 1) authorize and empower the Association to maintain and otherwise benefit the Master Wetlands Parcels, 2) obligate each other owner of a portion of the Berwick Plantation Wetlands (including but not limited to Subassociation Members, Vendee Members, other owners of a portion thereof and, to the extent applicable, individual Lot Owners) to the Association to maintain and otherwise benefit their respective portion of the Berwick Plantation Wetlands owned by each, in addition to any existing obligations contained within the respective Subdivision Declarations, 3) authorize and empower the Association to enforce these maintenance and other obligations concerning the Berwick Plantation Wetlands as against the respective owners of portions thereof (including but not limited to Subassociation Members and Vendee Members, other owners of portions and, to the extent applicable, individual Lot Owners), 4) authorize and empower the Association to monitor and regulate the beaver population throughout the Berwick Plantation Wetlands, and 5) authorize the Association to levy assessments in order to raise sufficient funds to exercise these rights and authority;

WHEREAS, at a duly called meeting of the Voting Delegates of the Association held on December 7, 2016, more than fifty percent (50%) of the votes in the Association were cast in favor of adopting this Fifth Amendment; and

WHEREAS, there is no longer a "Class B Member" of the Association as such term is defined in the Declaration; and

WHEREAS this Fifth Amendment shall become effective immediately upon being recorded in the land records of Chatham County, Georgia; and

NOW, THEREFORE, the Members of the Association agree that the Declaration is hereby amended as follows:

1.

Article I of the Declaration is hereby amended by adding the following new Sections at the end thereof:

Section 13. "Berwick Plantation Development" shall mean and refer to the entirety of the property subject to this Declaration of Covenants, Conditions and Restrictions for Berwick Plantation.

Section 14. "Conservation Covenant" shall mean and refer to the approximately 506.631 acres of land within the Berwick Plantation Development is also subject to a separate declaration of covenants and restrictions which declaration is recorded in the Chatham County, Georgia Land Records in Deed Book 256B, page 315 *et seq.* and re-recorded in Deed Book 256U, page 285 *et seq.* as more fully described therein.

Section 15. "Berwick Plantation Wetlands" shall mean and refer to the land within the Berwick Plantation Development that is also subject to the Conservation Covenant.

Section 16. "Master Wetlands Parcels" shall mean and refer to the real property transferred to the Association by deed dated March 31, 2009 and recorded in the Land records of Chatham County in Deed Book 365L, Pages 190-198 and more particularly described in that certain plats recorded in the Chatham County land records in Plat Book 41P pages 27A-28D and Pat Book 41P, pages 28A-28B.

Section 17. "Subdivision" shall mean and refer to a subsection of the Berwick Plantation Development that has been subdivided into a separate section and which is also subject to a separate declaration of covenants for that section and shall also include the 2 apartment development sections at the south end of Berwick Boulevard regardless of whether a separate declaration of covenants is recorded for one of the apartment developments.

Section 18. "Subdivision Declaration" shall mean and refer the specific declaration of covenants applicable only to a specific Subdivision.

Section 19. "Southbridge at Berwick Plantation" shall mean and refer to the Subdivision within the Berwick Plantation Development commonly known as "Southbridge at Berwick Plantation" consisting of the property described in that certain Subscription Agreement-Vendee recorded in Deed Book 322J, page 421 *et seq.* of the Chatham County Georgia Land Records and in that certain Subscription Agreement recorded in Deed Book 264K, page 098 *et seq.* of the Chatham County Georgia Land Records.

2.

Article I is hereby further amended by adding the following new sentence to the end of Section 2 as follows:

"Common Area" shall also mean and refer to the Master Wetlands Parcels.

3.

Article II, Section 3 of the Declaration is hereby amended by adding the following new Subsections at the end thereof:

e. The Association is hereby authorized to maintain, modify and otherwise take action to benefit the Master Wetlands Parcels and shall do so, in the good faith discretion of its board of directors, for the purposes of removing beaver dams, fallen trees and other obstructions to water flow and drainage.

f. Except as provided in 3(e) above, each Subassociation Member, Vendee Member, Tract Association, or other owner of parcel where all or a portion of which is part of the Berwick Plantation Wetlands or otherwise subject to the Conservation Covenant, shall maintain and otherwise take action to benefit those portions of the Berwick Plantation Wetlands it owns for the purposes of removing beaver dams, fallen trees and other obstructions to water flow and drainage in a manner and to the extent determined to be acceptable for said purposes by the board of directors of the Association, in its good faith discretion. For the purposes of this Section 3 and also Article III, Section 4, "Berwick Plantation Wetlands" shall include the entirety of the parcel owned even if only a portion of it is subject to the Conservation Covenant.

g. The Association is hereby authorized to and shall develop and implement (and revise as needed) a plan to continuously monitor, control and regulate the population of beavers throughout the Berwick Plantation Wetlands, including the remainder of those parcels where only a portion of it is subject to the Conservation Covenant, for the purpose of limiting the number of beavers to a level where the number of beaver dams, fallen trees and other obstructions to water flow caused by beavers is at a level that allows for the reasonable flow of water through the Berwick Plantation Wetlands.

4.

Article III, Section 1 of the Declaration is hereby amended by adding the following new Subsections therein:

c. Special assessments for the purposes of exercising the Association's rights and obligations pursuant to Article II, Section 3(e) and to enforce Section 3(f), which special assessments may be used to engage consultants, contractors and counsel and to fund reserves for these purposes, and to account for delinquencies. Said special assessments may be set and levied by the Association, in its good faith discretion, in order to fulfill the purposes of this subsection, and shall be collected as provided herein.

d. Special assessments for the purposes of exercising the Association's rights and obligations pursuant to Article II, Section 3(g), which special assessments may be used to engage consultants, contractors and counsel and to fund reserves for these purposes, and to account for delinquencies. Said special assessments may be set and levied by the Association, in its good faith discretion, in order to fulfill the purposes of this subsection, and shall be collected as provided herein.

5.

Article III, Section 4(b) of the Declaration is hereby amended by deleting that section in its entirety and substituting the following therefor:

b. Thereafter, the maximum annual assessment shall be established by the Board of Directors of the Association, provided however, the annual assessments shall not increase more than ten percent (10%) annually without the affirmative vote or written consent of more than fifty percent (50%) of the number of total votes in the Association.

6.

Article V of the Declaration is hereby amended by adding the following paragraphs to the end thereof:

Notwithstanding anything to the contrary herein the Association, the individual members of its board of directors or any committee, any volunteer, and/or any agent or employee of the Association shall not be liable for any injury or damage to any Subassociation Member, Vendee Member, Tract Association, Owner, occupant of a Lot and/or an owner of any portion of the Berwick Plantation Wetlands, or third party for any failure of the Association to enforce a violation of the Declaration. Nothing in the Declaration, or in the By-Laws or the Articles of Incorporation of the Association, shall create or be deemed to create a fiduciary duty between the Association, the individual members of its board of directors or any committee, any volunteer and/or any agent or employee of the Association, and the following persons: 1) any Owner, occupant, invitee, licensee or guest of a Lot or Living Unit, 2) any Subassociation Member, Vendee member or Tract Association, 3) the owner of any portion of the Berwick Plantation Wetlands, or 4) any other person.

In addition, the Association, the individual members of its board of directors or any committee, any volunteer, and/or any agent or employee of the Association shall not be liable for any injury or damage for any mistake of judgment or the performance or failure to perform any duty, obligation or responsibility arising out of or in connection with this Declaration or any property within the Berwick Plantation Development, negligent or otherwise, except for individual willful misfeasance or malfeasance. However, nothing herein will preclude the Association from recovering any money or property (or the value of same) that is misappropriated, converted or otherwise possessed by anyone not entitled to same, the value of any business opportunity of the Association appropriated by another, the value of any improper personal benefit obtained by another, or for the types of liability set forth in O.C.G.A. §14-3-860 to 865.

7.

Article VI, Section 2 is hereby amended by adding the following paragraphs thereto:

In any litigation or other legal action or proceeding (judicial, administrative or otherwise, including alternative dispute resolution) between the Association (and/or any member of its board of directors or any committee, or any volunteer) and any Subassociation Member, Vendee Member, Tract Association, Owner, occupant of a lot and/or an owner of any portion of the Berwick Plantation Wetlands arising out of or in connection with this Declaration or any property within the Berwick Plantation Development, the prevailing party shall be entitled to recover reasonable attorney's fees actually incurred to the extent he/she/it prevails.

In any litigation or other legal action or proceeding (judicial, administrative or otherwise, including alternative dispute resolution) between any Subassociation Member, Vendee Member, Tract Association, Owner and/or an owner of any portion of the Berwick Plantation Wetlands arising out of or in connection with this Declaration or any property within the Berwick Plantation Development, the prevailing party shall be entitled to recover its reasonable attorney's fees actually incurred to the extent he/she/it prevails.

8.

Article VI is hereby further amended by adding the following new Sections thereto:

Section 13. Authority to Act. Each Subassociation Member, Vendee Member, Tract Association, Owner of a Lot and owner of any portion of the Berwick Plantation Wetlands hereby delegates and assigns to the Association, as its agent and attorney-in-fact, the right to consent to, execute and otherwise agree to, on its behalf, any change or amendment to the Conservation Covenant that is: 1) necessary for the Association to exercise its rights or perform its responsibilities pursuant to Article II, Section 3(e) this Declaration or the Conservation Covenant itself; 2) necessary for any Subassociation Member, Vendee Member, Tract Association, Owner of a Lot or owner of any portion of the Berwick Plantation Wetlands to exercise its rights or perform its responsibilities pursuant to Article II, Section 3(f) of this Declaration, the Conservation Covenant itself, or a Subdivision Declaration. Said right

to change or amend the Conservation Covenant may only be exercised by the Association upon the affirmative vote of at least a majority of the number of total votes in the Association and upon the prior written approval of the United States Army Corps of Engineers or Environmental Protection Agency (or successor agency) as to the scope of work for which an amendment to the Conservation Covenant is necessary to accomplish and to the proposed amendment to the Conservation Covenant itself.

Section 14. Easement for Entry. The Association and its directors, officers, manager, agents, contractors, vendors, employees and/or other designee(s) of the Association shall have an easement and the right to enter upon any portion of the Berwick Plantation Wetlands for the purposes of exercising the Association's rights and enforcing the obligations set forth herein at any time. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights.

IN WITNESS WHEREOF, the undersigned officers of the Berwick Plantation Property Owners Association, Inc. hereby certify that the above Amendments to the Declaration were duly adopted by the affirmative vote of more than fifty percent (50% of votes in the Association) at a duly called meeting of the voting delegates of the Association held on December 7 2016.

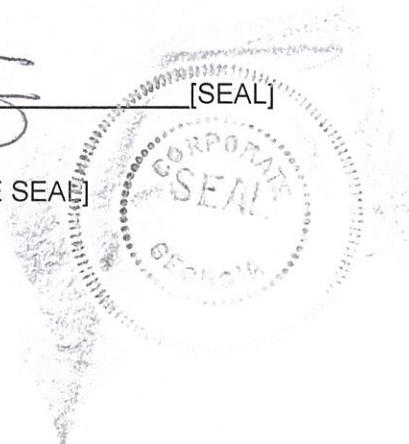
This 7 day of December 2016.

BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature] [SEAL]
President

Attest: [Signature] [SEAL]
Secretary

[CORPORATE SEAL]



[Signature]
Witness

SWORN TO AND SUBSCRIBED BEFORE ME
this 7th day of December 2016

[Signature]
Notary Public



Type: COVE
Kind: DECLARATION OF RESTRICTIVE COV
Recorded: 12/22/2020 7:24:00 AM
Fee Amt: \$25.00 Page 1 of 3
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 6407220327

[SPACE ABOVE RESERVED FOR RECORDING DATA]

BK 2180 PG 418 - 420

Return to: Nowack Howard, LLC.
Resurgens Plaza, Suite 1250
945 East Paces Ferry Road, N.E.
Atlanta, Georgia 30326

STATE OF GEORGIA

CROSS REFERENCE: Deed Book 235P
Page 676

COUNTY OF CHATHAM

Deed Book 256B
Page 315

Deed Book 256U
Page 285

Deed Book 263M
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Deed Book 298D
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Deed Book 348H
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Deed Book 968
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Deed Book 968
Page 730

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BERWICK PLANTATION**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR BERWICK PLANTATION** (hereafter referred to as ("Amendment")) is made on the
date first set below.

WITNESSETH:

WHEREAS, on May 4, 2002, International Paper Realty Company ("IRPC") and the Berwick Plantation Property Owners Association, Inc. (the "Association") executed that certain Declaration of Covenants, Conditions and Restrictions for Berwick Plantation which was recorded on August 4, 2002 in Deed Book 235P, page 676 *et seq.* of the Chatham County, Georgia Land Records, which Declaration was duly amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on December 22, 2003 in Deed Book 263M, page 289 *et seq.*, that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on November 28, 2005 in Deed Book 298D, page 315 *et seq.*, that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on February 9, 2009 in Deed Book 348 H, page 579 *et seq.*; that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on December 20, 2016, in Deed Book 968, Page 726 *et seq.*; and that certain Fifth Amendment to

Declaration of Covenants, Conditions and Restrictions for Berwick Plantation recorded on December 20, 2016 in Deed Book 968, Page 730 *et seq* (herein collectively referred to as the "Declaration").

WHEREAS, Article VI, Section 6 of the Declaration reserves unto the Association the right to amend the Declaration by the vote of at least fifty percent (50%) of the number of total votes in the Association; and;

WHEREAS, at a duly called meeting of the Voting Delegates of the Association held on December 17, 2020, more than fifty percent (50%) of the votes in the Association were cast in favor of adopting this Amendment; and

WHEREAS, there is no longer a "Class B Member" of the Association as such term is defined in the Declaration; and

WHEREAS, this Amendment shall become effective immediately upon being recorded in the land records of Chatham County, Georgia; and

NOW, THEREFORE, the Members of the Association agree that the Declaration is hereby amended as follows:

1.

Article III, Covenant for Assessments, Section 6 Delinquent Assessments shall be amended by striking that Section in its entirety and replacing it with the following:

Section 6. Delinquent Assessments. Any assessment and related charges that are due to the Association that is not paid when due shall be delinquent and in default. If any assessment and related charge or any portion thereof is not paid in full by the tenth (10th) day of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid may be imposed without further notice and interest at the rate of eighteen percent (18%) per annum shall accrue from the due date. If part payment of the assessment and/or related charges is made, the amount received may be applied first to costs and reasonable attorney's fees actually incurred, then to late charges, then to interest, then to delinquent assessments and then to current assessments, If any assessment any related charges or any portion thereof remains delinquent and unpaid for a period of greater than fifteen days (15) from the due date, a notice of delinquency may be given stating that if the assessment, or related charge remains delinquent for more than ten days (10) from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of the unpaid installments without further notice being given.

IN WITNESS WHEREOF, the undersigned officers of the Berwick Plantation Property Owners Association, Inc. hereby certify that the above Amendment to the Declaration was duly adopted by the affirmative vote of more than fifty percent (50%) of votes in the Association at a duly called meeting of the Voting Delegates of the Association held on December 17, 2020.

This 18th day of December, 2020.

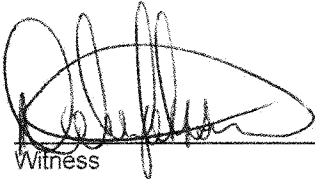
[SIGNATURES ON NEXT PAGE]

BERWICK PLANTATION PROPERTY OWNERS
ASSOCIATION, INC.

By:  [SEAL]
William B. Thompson, President

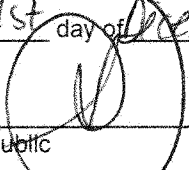
Attest:  [SEAL]
Jan Snow, Secretary

[CORPORATE SEAL]


Witness

SWORN TO AND SUBSCRIBED BEFORE ME

this 21st day of December 2020


Notary Public

[NOTARY SEAL]

Fiona Crawford
NOTARY PUBLIC
Chatham County, GEORGIA
My Comm. Expires
11/14/2023