

CYPRESS RUN SUBDIVISION - PHASE I

(26th G.M. Glynn County, Georgia)

**DECLARATION OF RESTRICTION, COVENANTS, LIMITATIONS
AND EASEMENTS**

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DECLARATION OF PROPERTY OWNERS ASSOCIATION

THIS DECLARATION, is made this 31st day of July, 1996, by SAWYER & ASSOCIATES, INC., a Georgia Corporation, hereinafter referred to as "Developer", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to the lots and to the use of lots as shown upon the print or plat of survey of Cypress Run Subdivision, Phase I. This Declaration shall also apply to all additional properties that Declarant may submit to this Declaration. This Declaration likewise submits the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia laws, 1994, Page 1879.

WITNESSETH

The Developer is the owner of certain real property situate, lying and being in the 26th District, G.M. of Glynn County, Georgia, generally lying North of Lake Subdivision and Suburban Estates Subdivision, West of the Golden Isles Parkway and lying East of old Cypress Mill road upon which Developer has created a subdivision. The subdivision to which this Declaration and these Restrictions apply is entitled Cypress Run Subdivision, Phase One as shown and depicted upon a print or plat of survey of said subdivision prepared by Ralph E. Lackey and Associates, Inc. and signed by Ralph E. Lackey, Georgia

RECORDED IN THE PUBLIC RECORDS OF GLYNN COUNTY, GEORGIA

1996 AUG 1 PM 4 28

Registered Land Surveyor Number 1635, dated April 1, 1996, revised June 24, 1996, and recorded in the public records of Glynn County Georgia, in Plat Drawer___, as Map No. __.

This Declaration may also apply to any adjacent or contiguous lands or to any future phases of said subdivision to which the Developer may specifically impose by an Amendment or a Supplemental Declaration. None of the provisions nor the operation of these Declarations shall apply to any adjacent or contiguous property unless and until an instrument in writing signed by the Developer and recorded in the public land records of Glynn County, Georgia shall affirmatively submit any future property to these Declarations.

These Declarations are imposed to maintain and preserve the quality of residential purposes of the subdivision and the Developer hereby declares and imposes the same upon all of said lots in said subdivision. The restrictions, covenants, limitations, conditions, reservations and easements as are set forth herein with respect to all lots and the use of all lots in said subdivision.

1. *Definitions.* As used in this Declaration the term:

(1) "*Board of directors*" or "*board*" means an executive and administrative body, by whatever name denominated, designated in the Articles of Incorporation or Bylaws of Cypress Run Property Owners Association, Inc.

(2) "*Common area*" means all real and personal property submitted to the declaration which is owned or leased by the association for common use and enjoyment of the members. It shall also include any street lights, fences or landscaping located on any street right of way placed thereon by the Developer and maintained by the Association.

(3) "*Common expenses*" means all expenditures lawfully made or incurred

by or on behalf of the association together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of the instrument.

(4) "*Court*" means the Superior Court of Glynn County, Georgia.

(5) "*Declarant*" means all owners and lessees of the property who execute the declaration or on whose behalf the declaration is executed; provided, however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a lot.

From the time of the recordation of any amendment to the declaration expanding an expandable property owners' development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "declarant." Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners' development as his or her predecessor did shall also come within such definition.

(6) "*Declaration*" means the recordable instrument creating covenants upon property which covenants are administered by a property owners' association in which membership is mandatory for all owners of lots in the property owners' development.

(7) "*Foreclosure*" means, without limitation, the judicial foreclosure of a mortgage and the exercise of a power of sale contained in any

mortgage.

(8) "*Limited common areas*" means a portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.

(9) "*Lot*" means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for a development. Where the context indicates or requires, the term lot includes any structure on the lot.

(10) "*Lot owner*" means one or more persons who are record title owners of a lot.

(11) "*Mortgage*" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property.

(12) "*Mortgagee*" means the holder of a mortgage.

(13) "*Officer*" means an officer of the association.

(14) "*Person*" means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.

(15) "*Property*" means any real property and any interest in real property, including, without limitation, parcels of air space.

(16) "*Property owners' association*" or "*association*" means Cypress Run Property Owners Association, Inc.

(17) "*Property owners' association instrument*" or "*instrument*" means the declaration, plats, and plans recorded pursuant to this article. Any

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exhibit, schedule, or certification accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall, from the time of the recordation of such amendment or certification, be deemed an integral part of the affected instrument so long as such amendment or certification was made in accordance with this article.

(18) "*Property owners' development*" or "*development*" means real property containing lots or common area or both located within Georgia and subject to a declaration and submitted to this article.

2. *General Aptability* - Each of the restrictions, limitations, conditions, reservations and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each Deed of Conveyance from and Developer to any person, firm, corporation or entity conveying or affecting any property in said subdivision. By the acceptance of any Deed to the property, any purchaser or grantee therein agrees and binds himself or itself and his or its heirs or administrators, successors and assigns by the terms thereof and no property may be conveyed free from any of the terms or provisions contained herein. The imposition of these restrictions shall in no way be construed as any representation that the subdivision may be expanded or additional subdivisions or extensions thereof be made.

3. The Developer hereby reserves the exclusive and unilateral right to amend or add to these restrictions, conditions and limitations; provided that any such amendment shall be in conformity with the general purpose of this Declaration and the restrictions, conditions and limitations contained herein. The recording of any Amendment or Supplementary

Declaration shall be notice to all lot owners in the subdivision or to any additional property that may be submitted to these Declaration or to any extension or enlargement of the property or this Declaration by instrument in writing signed by the Developer and recorded in the public records of Glynn County, Georgia.

4. The Developer hereby reserves the right to extend the subdivision or to make future additions to the subdivision to any adjacent or contiguous properties now owned or hereafter acquired by the Developer, and to alter any unsold lot as shown upon any plat or any portion thereof, including the right to add to or eliminate streets, lanes, easements, alley-ways, open areas, etc. so long as access shall be provided to any lot sold by Developer.

5. The rights and privileges reserved and set forth herein shall enure to the benefit of the Developer and to the Developer's respective successors and assigns and successors in title.

6. The Developer for itself and for its successors and assigns makes no representation or Warranty as to the operation, management or use by any purchaser of any lot in the subdivision nor to any future use of any other portion of the property that may be contiguous or adjacent to the subdivision, nor does the Developer make any representation as to the use, ownership or operation of any surrounding adjacent or contiguous properties.

7. *Streets.* - All streets and roads as shown upon the recorded map and plat of the subdivision are public streets and have been and are hereby conveyed to Glynn County, Georgia.

8. *Easements.* - There are reserved easements as shown on the recorded map and plan of said subdivision including easements for utilities, drainage, water, sewer and such

other easements as may be shown and depicted upon the map or plat. In addition to the easements shown and depicted upon the plat there is hereby reserved unto the Developer 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 and drainage and for access to any other easements.

9. *Land Use & Restrictions.* -

(a) All lots and all property in the subdivision shall be used solely and exclusively for residential purposes and no other use is allowed.

(b) Not lot(s) or portions of lots may be used for any commercial activity nor shall any business or profession may be conducted from or operated out of any dwelling or home constructed upon such lot.

(c) No detached out buildings or garages or any other type of structure shall be permitted or allowed upon the property except by the express written consent of the Developer.

10. *Set Backs from property lines.* - No structure may be constructed any closer than 20 feet from the front and 15 feet from the rear property lines, 10 feet from any side street and seven (7) feet from the side property lines as shown and depicted upon the plat. The minimum set back from said line shall be measured from the nearest building line to any wall or roof overhang or appurtenance to the structure.

11. *Dual Facing of Residence.* - Any buildings constructed on a corner lot fronting or abutting on two or more streets shall be so designed and oriented on the lot as to present an attractive appearance from each street.

12. *Subdividing of Property.* - No lot may be sold or subdivided except as a whole for the purpose of building one residential structure thereon and only one residential structure shall be constructed upon each lot. Lots in Phase I of Cypress Run Subdivision shall be limited to one (1) duplex dwelling per lot and each lot shall have either one (1) single family residence or one (1) duplex residence thereon. Two (2) lots may be combined into one lot for the purpose of creating a larger lot but no more than one building shall be built on any lot or portion of an adjoining lot that may have been divided and added to create a larger lot.

13. *Architectural Approval and Landscape.* - No building or structure may be built erected or maintained up on any lot and nor shall any addition be made or any exterior change to any building unless and until the plans and specifications including the kind of material, exterior color schemes, location, square footage, and landscaping shall have been submitted to and approved by writing by the Developer or its successor and assigns. The Developer shall have the right to approve or disapprove any such building and any landscape or grading which in its absolute discretion is not suitable or desirable, including purely aesthetic reasons. In approving or disapproving any such plans and specifications the Developer shall have the absolute and discretionary right to take into consideration the proposed building, the material from which it is to be constructed, the lot upon it is to be built and the harmony thereof with the surrounding properties, taking into consideration the outlook from the adjacent or neighboring properties.

14. *Landscaping.* - All buildings and structures shall be landscaped and the landscaping and grass shall be maintained continuously. All such landscaping shall be completed within ninety (90) days from the date of completion of the main structure and

all such landscaping shall be done prior to the occupancy of the premises. All such landscaping shall be continuously maintained and kept up, and all lawn, grass and landscaped areas shall be served by a functional water sprinkler and/or irrigation system.

15. *Cutting of Large Trees.* - No living tree having a diameter greater than 10 inches, three (3) feet above grade level on any lot may be cut without the written consent of the developers; except any trees growing up on the site of any structure or within ten (10) feet of any structure which are necessary to be removed for the purpose of construction or building a dwelling unit.

16. *Off Street Parking* - Each residential unit shall be provided with a paved off street parking area for two (2) vehicles. No parking shall be allowed on the streets in the subdivision nor in any yard of any residence.

17. *Trucks, Recreational Vehicles, Boats, Campers, Commercial Vehicles.* - No recreational vehicle, boat, camper, trailer, watercraft, business or commercial vehicle, commercial truck or other type of conveyance shall be parked in the street or upon any portion of any lot or in any driveway in the subdivision. Parking of vehicles are 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 other type of commercial transportation equipment being parked or maintained in the subdivision or on any street in the subdivision.

18. *Antennas.* No satellite dish antenna or tower shall be permitted or constructed upon any lot or on any residential unit in the subdivision, excepting however, a small satellite dish no larger than eighteen (18) inches in diameter may be maintained.

19. *Driveway.* - A paved driveway from the street to the residential unit shall be

constructed that at the time of the completion of the construction of the main residence. No vehicle shall be parked in a yard area or grass area. All vehicles must be parked on the paved driveway area.

20. Fences. - No fence of any type shall be constructed on any part of the subdivision property without the express written consent of the developer, provided further, that the only fences that the developer shall be allowed to approve will be fences to the rear of any residential unit. No fences shall be permitted in the front a residence or along the side of a residence.

21. Traffic Hazards. - No fence, wall, hedge, shrub, bush, tree or other building or structure shall be placed, maintained or permitted to remain on any portion of a lot if the location of such will obstruct the vision of a motorist or any adjacent street and thus create a traffic hazard.

22. Nuisance. - There shall not be erected, constructed, committed, maintained, used or operated on any of the property in the subdivision any nuisance of any kind or character whatsoever. No trash, rubbish, garbage or debris or other material shall be deposited on any lot. No obnoxious, loud or offensive activity shall be carried on nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood or to any other person in the subdivision.

23. Animals. - No livestock, fowl or other animal except in domesticated dogs and cats shall be kept on any lot, no dogs or cats may be kept on any lot or house or bread or maintained for any commercial purposes.

24. Maintenance of Lawns and Property. - The owner of each lot or each residence shall keep all grass and landscaping property maintained and shall remove all weeds, rubbish

and undergrowth or tall grass or any other unsightly or undesirable condition. Failure to do so by such owner shall constitute a direct violation of these restrictions and shall be specifically enforceable. The developer reserves the right to care for any vacant or unimproved lot or to cut any grass or maintain any landscaping on any improved lot and to charge or access the owner for the cost thereof. In addition the property owners association shall have the specific right to maintain and assess monthly fees, penalties and fines and shall be authorized to employ personnel to maintain any dwelling or landscaping that the owner fails to do, and to levy and assess against any specific owner the reasonable cost therefrom. This reservation on behalf of the developer or on behalf of any property owners association shall in no way constitute an obligation to perform any of such acts mentioned above.

25. *Wells and Drilling.* - No oil drilling, mining, or other excavations shall be permitted upon any lot or under any lot. Nor shall any tanks, tunnels, derricks or other structures in conjunction therewith be used, permitted or maintained upon any such lot.

26. *Out Buildings.* - No structure of a temporary character nor any trailer, basement, tent, shack, garage, mobile home, factory built home, barn or any other out building be built, permitted, constructed or allowed to remain on any lot at any time, either temporarily or permanently. No structure shall be moved to any lot for the purpose of remodeling the same and all buildings or dwellings constructed thereon shall be built on site with new materials.

27. *Docks or Lots Fronting on Lakes or Watercourses.* - Any lot in the subdivision that shall abut or front any lake, marsh or other body of water, shall have no gazebo, screened area, boat house, dock or other structure built, erected, or constructed thereon nor

shall any boats, canoes, or water oriented recreational equipment be kept or maintained on such lot or on or in any lake or body of water abutting any lot.

28. *Covenants Running with the Land.* - This declaration is and shall be construed as a covenant running with the land and shall apply to and be binding upon the property and upon all persons owning or occupying the property and shall be enforceable by the developer, its successors, and assigns, the property owners association or by any person who at any time shall own any property in the subdivision. These restrictions may be enforceable at law or in equity. The failure to enforce any one or more of these restrictions shall in no way be deemed to be a waiver of the right to do so thereafter at the same or any subsequent breach thereof. In the event that any one or portion of these restriction shall be deemed unenforceable the same shall be considered severable and the remainder thereof may be enforced in accordance with the terms and conditions thereof. These covenants shall be binding upon the developer and all persons or parties claiming by through or the developer for a period of twenty-five (25) years from the date of the last conveyance of any lot in this subdivision shall be filed for record in the office of the Clerk of Superior Court and for twenty-five (25) years after any such amendment or extension of said covenants shall be filed. Thereafter these covenants shall extend automatically for successive periods for ten (10) years each unless an instrument changing or eliminating these covenants in whole or a part shall be accomplished as provided by law.

29. *Property Owners Association.* - Every person who owns a lot in said subdivision shall automatically be a member of the Cypress Run Property Owners Association, Inc., a non-profit Georgia corporation organized and operated for the benefit of the owners of all property in the subdivision. Membership in the Association is subject to the terms and

conditions set forth in the Articles of Incorporation of the Association and the Bylaws, to which reference is hereby made for all purposes. Membership in the Association is automatically transferred with the ownership of a lot and membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such a lot is and shall be the sole qualification for membership in the Property Owners Association. The Cypress Run Property Owners Association, Inc. is created and shall be operated in accordance with the Georgia Property Owners Association Act, Georgia Laws 1994, 1879, as all terms, provisions and conditions and definitions included therein shall be applicable unless or accept modified by the Articles of Incorporation, the Bylaws, or these Declarations.

30. *Association Assessments.* The Association shall have the right and duty to levy and asses fees against each lot in the subdivision. Such assessments shall be for the purpose of maintaining and administering the property owners association, to provide for the maintenance and upkeep of or to enforce the provisions of the restrictions of all properties in the subdivision, to enforce and maintain a compliance by each lot owner with the terms and provision of these restrictions to maintain and keep up any common areas, landscape areas or other portion of the subdivision property or County right of way that is maintained or kept up by the Association. Street lights, landscaping or fences installed by the Developer on street rights of way shall also be maintained by the Association from such assessments.

31. *Lien for Assessments.* - All Assessments unpaid on any lot shall constitute a lien against that lot which may be enforced by the association as is provided for by law.

The Property Owners Association shall have the right to enforce these restrictions

and any rules of regulations they may promulgate in any action at law or in equity.

IN WITNESS WHEREOF the undersigned developer is hereunto and caused this declaration to be executed by and through its corporate officers and the corporate seal affixed thereon the day and year first above written,

SAWYER & ASSOCIATES, INC.

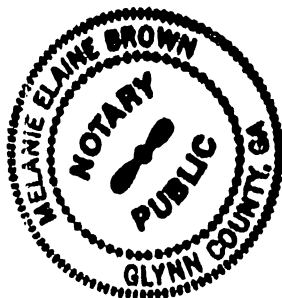
By: Ronald H. Sawyer
Its President

{CORPORATE SEAL}

Signed, sealed and delivered on the 31st day of July, 1996 in the presence of:

[Signature]
Witness

[Signature]
Notary Public 7-26-00



000342

GEORGIA, GLYNN COUNTY

The undersigned, as the present owners of the property being subjected to this Declaration, join in the execution of this Declaration this 31st day of July, 1996.

Ronald H. Sawyer, (L.S.)
RONALD H. SAWYER

Deborah R. Sawyer (L.S.)
DEBORAH R. SAWYER

Signed, sealed and delivered
on the 31st day of July,
1996 in the presence of:

Jenny Lynn McCall
Witness

Melanie E. Brown
Notary Public 7-26-00



GEORGIA, GLYNN COUNTY

The undersigned **FIRST FEDERAL SAVINGS BANK, ~~FSB~~** *of Brunswick, Georgia,* a Banking institution organized under the laws of the State of Georgia with an office and principal place of business in Glynn County Georgia hereby joins in the execution of this Declaration solely as a consequence of being the holder of the Deed to secure debt from **SAWYER & ASSOCIATES, INC.**, said Deed To Secure Debt being recorded in the office of the Clerk of Superior Court of Glynn County Georgia.

FIRST FEDERAL SAVINGS BANK, ~~FSB~~ *of Brunswick,*
Georgia

By: *John J. [Signature]*
Senior V.P.

Attest: *[Signature]* *V.P.*

RECORDED 8-2, 1996
Marshall R. [Signature]

CYPRESS RUN SUBDIVISION - PHASE II
(26th G.M. Glynn County, Georgia)

**DECLARATION OF RESTRICTION, COVENANTS, LIMITATIONS
AND EASEMENTS
&
DECLARATION OF PROPERTY OWNERS ASSOCIATION**

THIS DECLARATION, is made this 16th day of December, 1996, by SAWYER & ASSOCIATES, INC., a Georgia Corporation, hereinafter referred to as "Developer", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to all of the lots and to the use of all lots as shown upon the print or plat of survey of Cypress Run Subdivision, Phase II, recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 23 as Map No. 285. This Declaration likewise submits all of the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia Laws, 1994, Page 1879.

WITNESSETH

I.

The Declaration of restrictions applicable to Cypress Run Subdivision, Phase I, which are dated July 31, 1996 and recorded in the Office of Glynn Superior Court in Deed Book 65-A, Page 328 are hereby imposed upon each and every lot in Cypress Run Subdivision, Phase II, as said lots are shown and described upon the recorded map and plan of said subdivision which is recorded in the aforesaid public records in Plat Drawer 23 as Map number 325.

2.

There is located within Phase II a lake which is shown and designated upon the aforementioned plat as a "Proposed Lake 1.119 acres". Said lake is apart of the overall drainage and retention system for the entire subdivision and the developer and Glynn County both have easement rights to the maintenance of the lake for drainage purposes. Said lake is abutted by Lots Numbered 8, 10, 13, 15, 16, 17, 18, 19, 20 & 21. Each and every Deed conveying all or any part of any of the aforementioned lots shall automatically include an undivided interest in and to said lake as the same as shown and depicted upon the plat. The inclusion of a portion of the lake with the conveyance of each lot shall in no way diminish or have any effect upon Restrictive Covenant No. 7 of the aforesaid Restrictions and each of the Limitations and Restrictions contained in paragraph 27 shall continue to be applicable to the above referenced lots.

3.

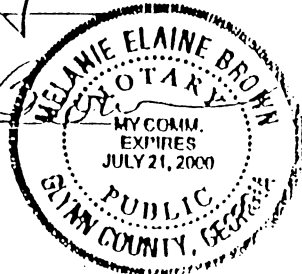
All of the terms and provisions of the Property Owners Association is made binding upon all lots in this subdivision.

IN WITNESS WHEREOF the undersigned developer has hereunto caused this Declaration to be executed by and through its Corporate Officers and the Corporate seal affixed thereon the day and year first above written.

Signed, sealed and delivered on the 16th day of December 1996 in the presence of

[Handwritten signature]
Witness

[Handwritten signature]
Notary Public



SAWYER & ASSOCIATES, INC.

By: *[Handwritten signature]*
Its: *[Handwritten signature]*

{CORPORATE SEAL}

GEORGIA, GLYNN COUNTY

The undersigned, as the present owners of the property being subjected to this Declaration, join in the execution of this Declaration this 16th day of December, 1996.

Signed, sealed and delivered on the 16th day of December 1996 in the presence of

[Handwritten signature]
Witness

[Handwritten signature]
Notary Public



[Handwritten signature]
Ronald H. Sawyer

[Handwritten signature]
Deborah R. Sawyer

GEORGIA, GLYNN COUNTY

of Brunswick, Georgia

The undersigned FIRST FEDERAL SAVINGS BANK, FSB, a Banking institution organized under the laws of the State of Georgia with an office and principal place of business in Glynn County Georgia hereby joins in the execution of this Declaration solely as a consequence of being the holder of the Deed to secure debt from SAWYER & ASSOCIATES, INC., said Deed To Secure Debt being recorded in the office of the Clerk of Superior Court of Glynn County Georgia.

RECORDED 12-18, 1996
[Handwritten signature]

FIRST FEDERAL SAVINGS BANK, FSB *of Brunswick, Georgia*

By: *[Handwritten signature]*
Its: *[Handwritten signature]* Senior V.P.

Attest: *[Handwritten signature]* V.P.
Its: *[Handwritten signature]* FSB SEC.

(BANK SEAL)

AMENDMENT TO SUBDIVISION RESTRICTIONS FOR**CYPRESS RUN SUBDIVISION - PHASES I & II**

(26th G.M. Glynn County, Georgia)

THIS AMENDMENT to Subdivision Restrictions is made this 31st day of January, 1997, by SAWYER & ASSOCIATES, INC., a Georgia Corporation, hereinafter referred to as "Developer".

W I T N E S S E T H

WHEREAS, the Developer imposed certain Restrictions, Covenants, Limitations and Easements upon certain properties owned by it in that Subdivision known as Cypress Run, said Restrictions having been recorded in the public records of Glynn County, Georgia in Deed Book 65-A, Folio 328 and extended to Phase II in said Subdivision by Declaration recorded in said records in Deed Book 67-D, Folio 40; and

WHEREAS, the Developer desires to amend the Restrictions in general conformity to the Restrictions now applicable.

NOW THEREFORE, in consideration of the premises and pursuant to the Reservation reserved by the Developer, the above stated Restrictions are hereby amended as follows:

A. Restrictive Covenant Number 12 is hereby amended by deleting the same in its entirety and in lieu thereof enacting a new number 12. entitled Subdividing of Property which shall read as follows:

SAWYER & ASSOCIATES, INC.
A GEORGIA CORPORATION
2000
31st
DAY OF
JANUARY
1997
AT
GLYNN COUNTY, GEORGIA
BY
[Signature]
[Name]
[Title]

12. **Subdividing of Property.** No lot may be sold or subdivided except as a whole for the purpose of building a residential structure thereon. Only one residential building structure can be constructed upon each lot and shall be limited to one duplex type of dwelling per lot or one single family residence per lot. In the event a duplex type building is constructed upon a single lot, an owner may divided the lot so that each half of the duplex can be separately owned with a common wall and a property dividing line down the center line of said common wall. Two (2) lots may be combined into one (1) lot for the purpose of creating a larger lot, but the overall density shall not be increased. No more than two (2) duplexes or one quadplex can be built on two (2) lots combined.

32. **Signs.** No "for sale" or other type of sign of any kind maybe placed or displayed in the subdivision, on any lot, or upon any building in the subdivision. The Developer, Sawyer & Associates shall be exempt from this sign restrictions until such time as all present and future phases of the subdivision shall be fully developed and all lots sold.

IN WITNESS WHEREOF the undersigned has executed this Amendment.

Signed, sealed and delivered
on the 31st day of JANUARY
1997 in the presence of:

[Signature]

Witness

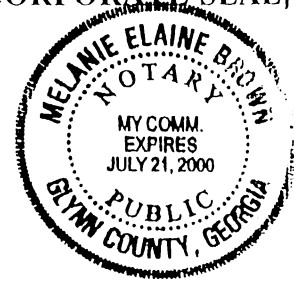
Melanie E. Brown

Notary Public

SAWYER & ASSOCIATES, INC.

By: Ronald H. Sawyer
Its: President

(CORPORATE SEAL)



GEORGIA, GLYNN COUNTY

The undersigned, as the present owners of the property being subjected to this Amendment to Declaration, join in the execution of this Amendment this 31st day of January, 1997.

Signed, sealed and delivered on the 31st day of January, 1997 in the presence of:

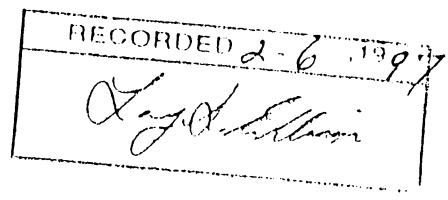
[Signature]
Witness

Melanie E. Brown
Notary Public



[Signature]
Ronald H. Sawyer

[Signature]
Deborah R. Sawyer



BK 0426 PG 176

100699

RECORDED 5-12-1998
Loyd H. Elliott

CLERK SUPERIOR COURT
GLYNN COUNTY, GEORGIA

MAY 11 PM 4 54

RECORDS SECTION

CYPRESS RUN SUBDIVISION - PHASE III

(26th G.M. Glynn County, Georgia)

**DECLARATION OF RESTRICTION, COVENANTS, LIMITATIONS
AND EASEMENTS**

&

DECLARATION OF PROPERTY OWNERS ASSOCIATION

THIS DECLARATION, is made this 23rd day of APRIL, 1998, by SAWYER & ASSOCIATES, INC., a Georgia Corporation, hereinafter referred to as "Developer", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to all of the lots and to the use of all lots as shown upon the print or plat of survey of Cypress Run Subdivision, Phase III, recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 24 as Map No. 156. This Declaration likewise submits all of the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia Laws, 1994, Page 1879.

WITNESSETH

1.

The Declaration of Restrictions applicable to Cypress Run Subdivision, Phase I, which are dated July 31, 1996 and recorded in the Office of Glynn Superior Court in Deed

Book 65-A, Page 328 and as extended and amended in Cypress Run Subdivision, Phase II, dated December 16, 1996, recorded in Deed Book 67-D, Page 40, and the Amendment thereto dated January 21, 1997, recorded in Deed Book 67-W, Folio 266, are hereby imposed upon each and every lot in Cypress Run Subdivision, Phase III, as shown upon the plat of Phase III, which is recorded in the aforesaid records in Plat Drawer 24 as Map number 156, except as to Restrictive Covenant Number 10. "Setbacks from Property Lines" which is amended as provided for in the following paragraph.

2.

There is hereby imposed upon all lots in phase III, an amended paragraph 10. which shall read as follows:

10. Setbacks from Property Lines. No structure may be constructed any closer than twenty (20) feet from the front and fifteen (15) from the rear property lines, ten (10) feet from any side street, and five (5) feet from the side property lines as shown and depicted upon the recorded plat of Phase III.

3.

There is located within Phase III two (2) lakes which are shown and designated upon the recorded map and plat of said subdivision. Said lakes are a part of the overall drainage and retention system for the entire subdivision, including other Phases and the Developer and Glynn County, Georgia both have easement rights to the maintenance of the lake for drainage purposes. Said lakes are abutted by several lots as shown upon the subdivision plat, and each and every Deed conveying all or any part of any lot abutting a lake shall automatically include an undivided interest in and to said lake as the same is shown and depicted upon the plat. The inclusion of a portion of a lake with the conveyance of a lot

shall in no way diminish or have any effect upon Restrictive Covenant Number 27 and each of the Limitations and Restrictions contained in paragraph 27, shall continue to be applicable to each lot abutting a lake.

4.

All of the terms and provisions of the Property Owner's Association is hereby made binding upon all lots in this Subdivision.

IN WITNESS WHEREOF the undersigned Developer has hereunto caused this Declaration to be executed by and through its Corporate Officers and the Corporate seal affixed thereon the day and year first above written.

Signed, sealed and delivered on the 23rd day of April, 1998 in the presence of:

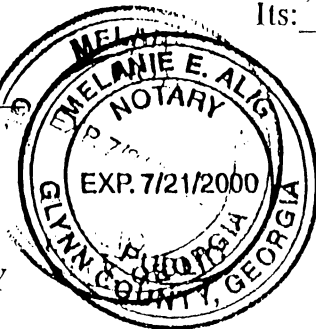
SAWYER & ASSOCIATES, INC.

[Signature]
Witness

By: Ronald H. Sawyer
Its: President

[Signature]
Notary Public

{CORPORATE SEAL}



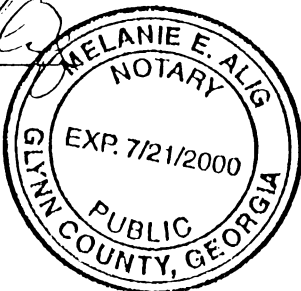
GEORGIA, GLYNN COUNTY

The undersigned, as the present owners of the property being subjected to this Declaration, join in the execution of this Declaration this 23rd day of April, 1998.

Signed, sealed and delivered on the 23rd day of April, 1998 in the presence of:

[Signature]
Witness
[Signature]
Notary Public

Ronald H. Sawyer
Ronald H. Sawyer
Deborah R. Sawyer
Deborah R. Sawyer



GEORGIA, GLYNN COUNTY

The undersigned NATIONSBANK, N.A. (GLYNN COUNTY), formerly First Federal Savings Bank of Brunswick, a Banking institution organized under the laws of the State of Georgia with an office and principal place of business in Glynn County Georgia hereby joins in the execution of this Declaration solely as a consequence of being the holder of the Deed to secure debt from SAWYER & ASSOCIATES, INC., said Deed To Secure Debt being recorded in the office of the Clerk of Superior Court of Glynn County Georgia.

NATIONSBANK, N.A. (Glynn County)

By: *D. B. Cook*
Its: *Vice President*

Attest: *Marie E. Lewis*
Its: *DVP*

{BANK SEAL}



132301

RECORDED

SEP 07 1999

Larry J. Allen

CYPRESS RUN SUBDIVISION - PHASE IV

(26th G.M. Glynn County, Georgia)

CLERK OF SUPERIOR COURT
GLYNN COUNTY GEORGIA

SEP 03 PM 3 18

GENERAL
RECORDS OFFICE

**DECLARATION OF RESTRICTION, COVENANTS, LIMITATIONS
AND EASEMENTS
&
DECLARATION OF PROPERTY OWNERS ASSOCIATION**

THIS DECLARATION, is made this 31st day of August, 1999, by SAWYER & ASSOCIATES, INC., a Georgia Corporation, hereinafter referred to as "Developer", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to all of the lots and to the use of all lots as shown upon the print or plat of survey of Cypress Run Subdivision, Phase IV, recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 25 as Map No. 151. This Declaration likewise submits all of the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia Laws, 1994, Page 1879.

WITNESSETH

1.

The Declaration of Restrictions applicable to Cypress Run Subdivision, Phase I, which are dated July 31, 1996 and recorded in the Office of Glynn Superior Court in Deed Book 65-A, Page

328, and as extended and amended in Cypress Run Subdivision, Phase II, dated December 16, 1996, recorded in Deed Book 67-D, Page 40, and the Amendment thereto dated January 21, 1997, recorded in Deed Book 67-W, Folio 266, and as amended and extended to Phase III are hereby imposed upon each and every lot in Cypress Run Subdivision, Phase IV, as shown upon the plat of Phase IV, which is recorded in the aforesaid records in Plat Drawer 25 as Map number 151, except as to Restrictive Covenant Number 10. "Setbacks from Property Lines" which is amended as provided for in the following paragraph.

2.

There is located within Phase IV two (2) lakes which are shown and designated upon the recorded map and plat of said subdivision. Said lakes are a part of the overall drainage and retention system for the entire subdivision, including other Phases, and the Developer and Glynn County, Georgia both have easement rights to the maintenance of the lake for drainage purposes. Said lakes are abutted by several lots as shown upon the subdivision plat, and each and every Deed conveying all or any part of any lot abutting a lake shall automatically include an undivided interest in and to said lake as the same is shown and depicted upon the plat. The inclusion of a portion of a lake with the conveyance of a lot shall in no way diminish or have any effect upon Restrictive Covenant Number 27 and each of the Limitations and Restrictions contained in paragraph 27, shall continue to be applicable to each lot abutting a lake.

3.

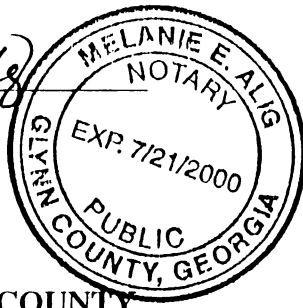
All of the terms and provisions of the Property Owner's Association is hereby made binding upon all lots in this Subdivision.

IN WITNESS WHEREOF the undersigned Developer has hereunto caused this Declaration to be executed by and through its Corporate Officers and the Corporate seal affixed thereon the day and year first above written.

Signed, sealed and delivered on the 31st day of August, 1999 in the presence of:

[Signature]
Witness

[Signature]
Notary Public



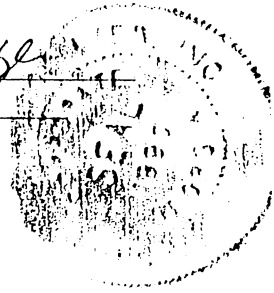
(NOTARY SEAL)

GEORGIA, GLYNN COUNTY

SAWYER & ASSOCIATES, INC.

By: Ronald H. Sawyer
Its: President

{CORPORATE SEAL}



The undersigned, as the present owners of the property being subjected to this

Declaration, join in the execution of this Declaration this 31st day of August, 1999.

Signed, sealed and delivered on the 31st day of August, 1999 in the presence of:

[Signature]
Witness

[Signature]
Notary Public



Ronald H. Sawyer
Ronald H. Sawyer
Deborah R. Sawyer
Deborah R. Sawyer

GEORGIA, GLYNN COUNTY

BK 0611 PG 325

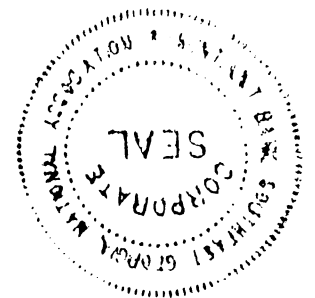
The undersigned **SUNTRUST BANK, SOUTHEAST GEORGIA, N.A.**, a Banking institution organized under the laws of the State of Georgia with an office and principal place of business in Glynn County Georgia hereby joins in the execution of this Declaration solely as a consequence of being the holder of the Deed to secure debt from **SAWYER & ASSOCIATES, INC.**, said Deed To Secure Debt being recorded in the office of the Clerk of Superior Court of Glynn County Georgia.

**SUNTRUST BANK, SOUTHEAST GEORGIA,
N.A.**

By: [Signature]
Its: Vice President

Attest: [Signature]
Its: ASSISTANT BANKING OFFICER

{BANK SEAL}



BY-LAWS
OF
CYPRESS RUN PROPERTY OWNERS ASSOC., INC.

1. **Authority:** These By-Laws are established pursuant to Georgia law and the Declaration of Restrictive Covenants and Property Owners Association (hereinafter referred to as "Declaration") by Ronald H. Sawyer (hereinafter referred to as "Incorporator"). The law and the Declarations are incorporated herein by reference.

2. **Name:** The name of this Association shall be "Cypress Run Property Owners Assoc., Inc.", an association of property owners, owning lots in Cypress Run Subdivision.

3. **Powers:** The Association shall have all of the powers and duties as set forth in the law, except as modified by the Declaration and these By-Laws, and all other powers and duties reasonably necessary to operate and maintain the Property on the principles and standards set forth in the Declaration, these By-Laws and other documents.

4. **Membership:** The membership of the Association shall consist of all of the record owners of lots in Cypress Run Subdivision. Each lot owner shall automatically become a member of the Association upon acquisition of title to a lot, and the membership of the prior owner shall be automatically terminated upon transfer of his entire title. However, the execution of a mortgage shall not entitle the mortgagee to membership and shall not terminate the membership of the owner executing such mortgage.

5. **Applicability:** These By-Laws shall apply to the Property Owners Association for the property known as Cypress Run Subdivision, Brunswick, Georgia, 31523, said property being more particularly described in the Declaration, and shall be binding upon all lot owners, their lessees, grantees, heirs, executors, administrators, devisees, successors and assigns, and on all other persons occupying or using said property in any manner. The ownership, rental or occupancy of any home or lot shall constitute acceptance and ratification of these By-Laws and all other home documents.

6. **Board of Directors:**

A. **Number:** The affairs of the Association shall be governed by Board of Directors (hereinafter referred to as "Board") composed of five (5) members, who must at all times during their services as Directors be owners of lots or an officer or employee of a mortgagee, or officers or employees of a corporation owning one or more lots.

B. **Powers:** The Board shall have all the powers and duties necessary to administer the affairs of the Association and to do all things on behalf of the Association as are not by law nor by the Declaration directed to be done otherwise. The property and the business of the Association shall be managed by its Board of Directors.

C. **Management:** The Board may employ for the Association a management agent or agents and such personnel as the Board may deem necessary under such terms and compensation and with such duties as the Board may authorize.

D. **Election and Term of Office:** At the first meeting of the Association, three (3) Directors shall be elected for the term of one year. The Directors shall serve a term of one year and be elected at the annual meeting or at such other meeting of the Association as shall be called for such purpose. A Director shall hold office until his successor has been elected and takes office.

E. **Vacancies**: Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the remaining Director, even though they may constitute less than a quorum; and each person so elected shall hold office until a successor is elected at the next annual meeting of the Association, unless sooner removed.

F. **Removal of Directors**: At any regular or special meeting of the Association, any of the Directors may be removed with or without cause by a vote of sixty seven percent (67%) of the total authorized vote of the Association members, and a successor may then and there be elected by majority to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting prior to the vote on his removal.

G. **Organizational Meeting**: The first meeting of the first Board shall be held within ten (10) days after election at such time and place as shall be determined by the Directors.

H. **Regular Meetings**: Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. At least one regular meeting shall be held during each calendar year. Written notice of the time and place of regular meetings of the Board shall be given to each Director at least three (3) days prior to the day named for such meeting.

I. **Special Meetings**: Special meetings of the Board may be called on ten (10) days written notice to each Director, which notice shall state the time, place and purpose of the meeting.

J. **Waiver of Notice**: Any Director may waive notice of a meeting by written waiver executed before, at or after the meeting. Attendance by a Director at any meeting of the Board shall be a waiver of notice of such meeting.

K. **Board of Directors Quorum:** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. Any business which might have been transacted at any adjourned meeting as originally called may be transacted at any adjourned meeting at which a quorum is present, without further notice.

7. **Association Officers:**

A. **Number and Election:** There will be elected by and from the Board an Association President (who shall also be the Chairman of the Board), a Secretary and a Treasurer. The Secretary and Treasurer may be the same person. The Directors may appoint such other officers from the Association membership as in their judgment may be needed.

B. **President:** The President shall also serve as Chairman of the Board of Directors and shall be the chief executive officer of the Association. The President shall be in charge of the general management of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The President shall call meetings of the members of the Association and the Board of Directors to order and shall preside at such meetings. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors.

C. **Secretary:** The Secretary shall attend all sessions of the Board of Directors and all meetings of the Association and record all votes and the minutes of all proceedings in books to be kept for that purpose and shall perform like duties for the standing committees when required.

He shall give, or cause to be given, any notice required to be given of any meetings of the Association and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. The Assistant Secretary shall, in the absence or disability of the Secretary, or at his request, shall perform the duties of the Secretary and exercise the powers and authority of this office.

D. **Treasurer**: The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit, or cause to be deposited, in the name of the Association, all monies or other valuable effects, in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; he shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Association, and in general, he shall perform all the duties incidental to the office of a Treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors or the President.

E. In case of the absence of any officer of the corporation, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such officer to any officer or to any director.

F. **Term**: The officers shall be elected annually and shall hold office at the pleasure of the Board.

8. **Indemnification and Compensation of**

Officers and Directors:

A. **Indemnification:** Each Director and each officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer at the time such expenses were incurred. However, no indemnification shall be paid to a Director or officer who is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties.

B. **Compensation:** No Director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the lot owners.

9. **Association Meetings:**

A. **Place of Meeting:** Meetings of the Association shall be held in Glynn County, Georgia, at such suitable place convenient to the members as may be designated by the Board, except that the owners shall designate the place of the first meeting.

B. **Annual Meeting:** The first meeting of the Association shall be held within one year after the filing of the Declaration. Thereafter, the annual meeting of the Association shall be held on the first day of _____ of each calendar year, unless such day is a legal holiday, in which event the meeting shall be held on the next succeeding business day.

C. **Special Meetings:** The President may call a special meeting of the Association at any time and he shall be required to call a special meeting of the Association if directed by a majority of the Association members and presented to the Secretary. The call of a special meeting shall be by notice stating the time, the place, the purpose and the order of business of such special meeting. Only the business stated in the notice may be transacted at a special meeting.

D. **Notice of Meeting:** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each lot owner at least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days of any other meeting. The mailing of such notices shall be considered notice served. Any member may waive notice of a meeting by written waiver executed before, at or after the meeting. Any members attending a regular meeting or special meeting shall be deemed to have waived notice of such meeting. The notice of the meeting shall state the time, place and purpose of such meeting.

E. **Order of Business:** The order of business at all annual meetings shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Reports of committees, if any.
- (6) Election of inspectors of election.
- (7) Election of Directors.

(8) Unfinished business.

(9) New business.

F. **Quorum.** At all meetings, regular or special, the presence of members entitled to cast 51% or more of the total authorized votes shall constitute a quorum.

G. **Rules of Order:** Except as may be otherwise provided herein, the parliamentary conduct of all meetings of the Board of Directors or of the Association shall be governed by Roberts Rules of Order.

10. **Voting by Members of the Association:**

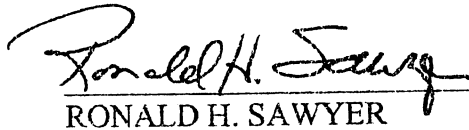
A. **Percentage of Vote:** Voting shall be on a percentage basis and the percentage of the vote to which each member is entitled is one vote for each lot owned by such member. Said vote shall not be divisible and the vote thereof may not be cast in part.

B. **Designation of Voting Representative:** If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the president or vice president of the corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until written notice of a change in the ownership of the lot concerned is delivered to the Secretary of the Association. Whenever the decision of a lot owner is desired upon any matter, whether or not the subject of a vote at an Association meeting, such decision shall be expressed by the person who would be entitled to cast the vote of such lot in an Association meeting.

C. Proxy. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the appointed time of each meeting.

11. Amendment. These By-Laws may be amended only at a duly constituted annual or special meeting of the Association, the notice of which states that consideration of such proposed amendment is a purpose of the meeting. These By-Laws may be amended only by the affirmative vote of members entitled to cast 51% or more of the total vote of the Association.

Adopted as the By-Laws of Cypress Run Property Owners Assoc., Inc. at the organization meeting of the Board of Directors held on the 19th day of July, 1996.

 (SEAL)
RONALD H. SAWYER

Ratified as the By-Laws of Cypress Run Property Owners Assoc., Inc. at the first regular meeting of members of the Association held on the 28th day of September, 2002.