

DECLARATION

OF

COVENANTS AND RESTRICTIONS

THE COMMONS AT FREDERICA

St. Simons Island, Glynn County, Georgia

CLERK SUPERIOR COURT
GLYNN COUNTY, GEORGIA

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STATE OF GEORGIA

COUNTY OF GLYNN

D E C L A R A T I O N

OF

COVENANTS AND RESTRICTIONS

THE COMMONS AT FREDERICA

St. Simons Island, Glynn County, Georgia

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (hereinafter referred to as the "Declaration") is made this 22nd day of September, 1995, by SONID DEVELOPMENT COMPANY, L. L. C., a Georgia Limited Liability Company (hereinafter referred to as "Developer")

WITNESSETH

WHEREAS, Developer is the owner of certain real property on St. Simons Island, Glynn County, Georgia, known as THE COMMONS AT FREDERICA, PHASE I as shown on a plat by Robert N. Shupe, Georgia Registered Land Surveyor Number 2224, dated September 1, 1995 and recorded in the office of the Clerk of Superior Court of Glynn County, Georgia in Plat Drawer 23, Map Number 120 (hereinafter referred to as the "Plat"); and

WHEREAS, Developer intends to develop and establish a high quality single family residential subdivision on said property depicted on the Plat (hereinafter referred to as the "Subdivision") and in order to protect and enhance the value of the property within

the Subdivision desires to impose and establish certain Covenants, restrictions, conditions, limitations, reservations, easements, rights and privileges with respect to said property in accordance with the Georgia Property Owner's Association Act (the "Act") (O.C.G.A. §44-3-220, et. seq.), as amended and supplemented from time to time and desires to establish an association to own, maintain and administer certain areas in the Subdivision and to enforce and administer the covenants and restrictions imposed by this Declaration;

WHEREAS, Developer deems it desirable, for the efficient accomplishment of these ends, to create an agency to which it will delegate and assign the powers to maintain and administer the Properties and facilities and to administer and enforce the covenants and restrictions herein contained and collect and disperse assessments and charges hereinafter created, and

WHEREAS, Developer has incorporated, under the laws of the State of Georgia, a non-profit corporation entitled "The Commons at Frederica Home Owners' Association, Inc." (hereinafter referred to as the "Association") for the purpose of exercising some or all of such functions;

NOW THEREFORE, Developer hereby declares that it hereby imposes and establishes the following restrictions, covenants, conditions, limitations, easements, rights and privileges in respect to the lots and to the use of the lots shown on the Plat hereby

establishes The Commons at Frederica as planned community under the Act, and hereby makes the following reservations in the lots, areas and streets shown on the Plat, to-wit:

I. GENERAL APPLICABILITY OF DECLARATION:

1. APPLICABILITY TO PROPERTY:

The Covenants and Restrictions herein set out shall apply to all lots, areas and streets shown on the Plat and shall apply to any future additions to or extensions of the Subdivision by proper amendment to this Declaration. Such Covenants and Restrictions shall apply just as if they were fully set out in each deed from Developer to any person, firm or corporation covering any of said lots, areas or streets, and Developer agrees and binds itself to make all deeds of land in the Subdivision and all contracts of sale or contracts for deeds conveying land in the Subdivision, subject to this Declaration.

2. EXTENSION OF SUBDIVISION:

Section 2.1. Reservation of Right to Expand. Developer reserves the right, but will not be obligated, to expand the effect of this Declaration to include all or part of the adjacent and contiguous property owned by it which is shown on that certain plat of survey by Robert N. Shupe, Georgia Registered Land Surveyor Number 2224, dated November 9, 1994 entitled Preliminary Plat of The Commons at Frederica on file with the Glynn County Planning & Zoning Department (hereinafter referred to as "Expansion Property"). The consent of the existing

Lot Owners and Mortgagees will not be required for any such expansion, and Developer may proceed with such expansion without limitation at its sole option. Developer will have the unilateral right to transfer to any other person this right to expand by an instrument duly recorded. Developer will pay all taxes and other governmental assessments relating to the Expansion Property as long as Declarant is the owner of such property.

Section 2.2. Incorporation of Additional Expansion Property.

Developer also reserves the right to incorporate into The Commons at Frederica real property that is not part of the Expansion Property, subject to the limitations and requirements of the Act.

Section 2.3. Declaration of Annexation. Any expansion of The Commons at Frederica may be accomplished by recording a Declaration of Annexation and one or more supplemental Plats in the records of the Office of Clerk of Court, before the date the Class A Members of the Association are entitled to full voting privileges pursuant to Article VI hereof. The Declaration of Annexation will describe the real property to be expanded, submitting it to this Declaration and provide for voting rights and assessments as provided in this Declaration. Specifically, each such lot will be allocated one vote and liability for the common expenses equal to the liability allocated to each of the other lots, and the proportionate voting interest and allocation of common expenses for the other lots will be adjusted accordingly. Such Declaration of Annexation will not require the consent of lot owners. Any such expansion will be

effective upon the filing for record of such Declaration of Annexation, unless otherwise provided therein. The expansion may be accomplished in stages by successive supplements or in one supplemental expansion.

Section 2.4. Withdrawal of Property. Developer reserves the right to withdraw from the jurisdiction of this Declaration any parcel of the property (including the Expansion Property), provided, however, that no portion of any real estate incorporated into the property by Declaration of Annexation may be withdrawn after a lot in that phase of the Expansion Property has been conveyed to a purchaser.

3. DEVELOPER'S SUCCESSOR:

The rights and privileges reserved and set out herein shall inure to the benefit of the successors, assigns, agents, employees, invitees and licensees of Developer. Whenever any right or duty is conferred herein to Developer, such right or duty shall inure to the benefit of and become the responsibility of The Commons at Frederica Home Owners' Association, Inc. (hereinafter referred to as the "Association") at such time as such rights and duties are transferred to the Association as further defined and set out hereinafter.

4. FUTURE AMENITIES:

Developer makes no representation as to the future construction, operation, maintenance, management or right of use by any purchaser from it of amenities or facilities in the Subdivision.

II. EASEMENTS:

1. DEVELOPER' EASEMENTS:

Developer reserves a ^{permanen} perpetual easement in, on, over and under the streets shown on the Plat or any subsequent plats of the Subdivision and any other Common Properties (as such term is defined hereinafter), and in, on, over and under a strip of land seven feet in width along the front, side and rear property lines of each lot, with the full right of entry, ingress and egress for the purpose of establishing, constructing and maintaining any utility, with the right to lay and install or to erect and maintain poles, conduits and wires for telephone, electric power, storm drainage and other utilities therein. Developer also reserves a perpetual easement in, on, over and under said streets and any other Common Properties as may be reasonably desirable, convenient or incidental to the construction, installation and maintenance of improvements on, and the sale of, any portion of the Subdivision. This reservation shall not be construed as an obligation of Developer to provide and maintain any such activity or service and the same may be exercised by any licensee of Developer. Additionally, each lot shall be subject to an easement in favor of Developer for the entry by its authorized agents or representatives upon such lot under the circumstances and for the purposes described in this Declaration, in the event of non-compliance with any provision herein.

2. UTILITY EASEMENTS:

The rights and duties of the owners of lots within the Subdivision with respect to sanitary sewer and water, electricity, gas, telephone and cable television lines, drainage facilities and any other utilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Subdivision, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by others than the owner of a lot served by said connections, the owner of any lot served by said connections, lines or facilities shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections, lines or facilities as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines, drainage facilities or any other utilities are installed within the Subdivision, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

As to all streets (but only so long as said streets are

owned by Developer or the Association) and the other Common Properties within the Subdivision, an easement is hereby granted in favor of all utility companies, authorities and political subdivisions for the installation, construction, maintenance and use of utility and drainage facilities, together with an easement for access, ingress and egress to all utility and drainage facilities and roadways so installed or constructed. Such easement is conditioned, however, in that any such utility companies, authorities or political subdivisions that seek access, ingress or egress over said streets or Common Properties for the installation, construction, maintenance or use of such facilities must first notify Developer of its intent to do so in advance and the use of said easement shall not unreasonably inconvenience Developer or any lot owner within the Subdivision.

III. USE OF LAND AND ARCHITECTURAL CRITERIA:

1. SINGLE FAMILY RESIDENCE:

(a) Residential Use.

All Lots shall be used solely and only for residential purposes, and only one single family resident building for private residence, with or without a private attached or detached garage, shall be erected upon any one lot, but more than one lot may be used as a site for a single residence.

(b) Home Office.

Developer, its successors and assigns, shall have the right to grant, in writing, unto certain professional persons, the privilege to occupy certain designated areas in their residence as an office, provided such office area does not occupy more than fifteen (15%) percent of the first floor area of the residence and no sign or other form of advertisement shall appear on any lot or improvement. Such privilege may be granted or withheld in the absolute discretion of Developer and shall not be transferable to any person or purchaser without the written consent of Developer.

(c) Commercial Activity

No lot or lots may be used for any commercial or business activity which is detectable from outside the home or involves frequent visits by customers or employees or frequent deliveries by suppliers. The determination of what constitutes "frequent" visits or deliveries shall be in the sole discretion of the Developer or the Association. The commercial operation of a tennis court or a swimming pool is prohibited. However, it is expressly permissible for Developer to erect and maintain upon any portion of the Subdivision such facilities as Developer, in its sole discretion, shall deem required, convenient or incidental to the construction and development of said property and the sale of lots therein, including, but not limited to, storage areas, signs, sales and business offices. This prohibition shall not prevent the owner of a residence in the Subdivision from renting such residence for residential use.

2. MINIMUM AND MAXIMUM AREA FOR RESIDENCE:

No residence containing an area of less than 1600 square feet of finished heated and cooled area of the building(s) shall be erected on any lot or lots. Two-story residences must have not less than 1000 square feet on the ground floor. Garages, open porches, outdoor storage areas, and accessory structures shall not be considered when calculating the finished floor area.

3. SET BACKS OF RESIDENCE BUILDING FROM PROPERTY LINES:

No building shall be located on any Lot nearer to the front line of the Lot or nearer the side street line than the minimum setback shown on the Plat. In any event, no building shall be located on any Lot nearer than 20 feet to the front line of the Lot, or nearer than 10 feet to any side street line. No building shall be located nearer than 7 feet to any side line of an interior Lot. No building shall be located on an interior Lot nearer than 7 feet from the rear line of the Lot or 15 feet from the boundary line between marshlands and upland as established by the Georgia Department of Natural Resources, where applicable. For purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be considered to permit any portion of a building on a Lot to encroach upon another Lot.

4. DUAL FACING OF RESIDENCES:

All residence buildings on lots abutting the marsh shall be so designed and oriented on the lot as to present an attractive

appearance from the marsh side and from the street side. Similarly, all residence buildings on corner lots shall be so designed and oriented on the lot as to present an attractive appearance from both street sides.

5. SUBDIVIDING OF PROPERTY:

No lot shall be sold except as a whole and no lot shall be subdivided for the purpose of erecting a complete residence on either portion; provided, however, that a lot may be subdivided when the portions so created are added to the adjoining lots on either side.

6. CUTTING OF LARGE TREES:

No living tree having a main trunk diameter greater than eight (8) inches, measured at a height of four (4) feet from the ground, may be cut down on any of the lots in the Subdivision, without the written consent of Developer, except such trees as shall be growing within five (5) feet of the residence to be erected thereon. This restriction shall not apply to Developer while conducting construction or maintenance activities on the Common Properties.

7. WELLS:

No well may be drilled on any lot or area in the Subdivision without the written consent of Developer. The location of any well in the Subdivision shall be approved in advance by the Developer. When permission is granted for drilling wells for air conditioning or heat pump installations, a companion rock well must be drilled to return the water to the aquifer from which it was withdrawn.

8. GARAGE, OFF STREET PARKING AND DRIVEWAY:

The Owner of each lot or lots comprising a building site shall provide a driveway paved with a surface material acceptable to the Developer. The location of the driveway shall also receive such approval. Such owner shall also provide a minimum of a one car garage or carport. No carport or one car garage shall be visible from the street and no garage or carport may be enclosed for other uses unless provisions are made for another garage or carport. Such owner shall also provide an off-the-street parking area on his lot for two (2) or more guest parking places. Such parking shall be the same material as the driveway.

9. LOT SURVEY MONUMENT:

If permanent corner reference monuments have not been erected or are not in place, the owner shall have such permanent corner reference markers erected by a competent registered surveyor at his expense, before construction is commenced on any lot.

10. FENCES AND WALLS:

No fences or walls may be constructed without prior written approval of the Developer except those erected by the Developer as a screen or buffer or landscape area.

11. SPECIFIC ARCHITECTURAL PROHIBITIONS:

(a) Garage Prior to Construction.

The erection and occupancy of a garage or garage apartment on any lot, prior to construction of the main residence, is prohibited.

(b) Mobile Homes.

No mobile home or house trailer shall be construed as a single family residence, and the emplacement of a mobile home or house trailer on any lot is prohibited.

12. TRAFFIC HAZARDS:

No fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained or permitted to remain on any lot if the location of such will obstruct the vision of a motorist on any adjacent street or lane and thus create a traffic hazard.

13. DRAINAGE:

All lots shall drain to the street except for those lots abutting the marsh which may have a portion of the drainage for such lot be to the marsh as well as to the street.

IV. APPROVAL OF BUILDING AND LANDSCAPE PLANS; CONSTRUCTION:

1. SUBMISSION AND APPROVAL OF PLANS:

No building, fence, wall, garage, carport, swimming pool or other structure shall be commenced, erected or maintained upon any lot in the Subdivision, nor shall any addition to or exterior change in or alteration thereof be made, nor shall any landscaping or site work be performed, until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to and approved in writing by Developer.

Such review process shall consider the exterior design and general quality of the structure, including its nature, kind, shape, height, materials, floor plans, color schemes, location, size, topography and grading of the lot, the adequacy and appropriateness of the landscaping, the aesthetic value of the proposed improvements and the harmony of such with their surroundings, as well as any other factors desired in such review process.

Developer shall have the right to approve or disapprove any plans, drawings, specifications, or any part thereof, which, in its absolute discretion, are not suitable or desirable for any reason, including purely aesthetic reasons. All such decisions shall be final and binding. Any approval or disapproval by Developer shall not be construed as a precedent binding on Developer.

For each plan, drawing or specification submitted for approval, two copies shall be submitted to Developer and after review by Developer, one copy shall be retained by Developer and one copy returned advising of approval or disapproval. In the event Developer fails to approve or disapprove such plans, drawings or specification within thirty (30) days after receipt of notice that such has been submitted to it, Developer shall be deemed to have approved said plans, drawings or specifications.

Before any residence may be occupied, full compliance with paragraphs 2 and 3 of this Article must be complete, the residence must be complete and finished on the exterior and at least substantially finished on the interior all in accordance with the

approved plans and specifications and the landscaping and driveway must be complete and finished in accordance with the approved plans and specifications.

Developer, in its judgment and discretion, may require plans and specifications to be prepared by a registered architect. Developer reserves the right to establish, modify and enforce general development and building criteria and standards, guidelines, review procedures, and design standards or guidelines, inspection and enforcement procedures prior to or concurrently with the approval of any building plans.

No action by Developer in reviewing and approving or disapproving any plans, drawings or specifications is intended to be, nor shall any action construed to be, approval by it of the adequacy, reasonableness, safety or fitness for intended use of such plans, drawings or specifications or of any construction pursuant to such or of satisfaction or compliance with zoning or any other regulatory requirements. Neither Developer nor any of its agents, employees, successors or assigns shall be liable in damages or in any other respect to anyone submitting plans, drawings or specifications for approval, or to any lot owner or any other person having any interest or claim related to such lot, by reason of Developer' review of such plans, drawings or specification.

Developer, its successors and assigns, may assign, in whole or in part, the right and authority with regard to architectural approval to the Association and its Board of Directors. The Board

of Directors or the Association may delegate such right and authority in turn to a committee. Such transfer or delegation by Developer may be in whole or in part, on condition and/or for limited time intervals, or in its discretion, an absolute irrevocable and/or unconditional assignment.

2. PLAN CONTENT AND APPROVAL PROCESS:

Each applicant for plan approval must submit for approval to Developer the following:

(a) Site Plan.

Plans or drawings shall be provided showing the location, orientation on the lot, shape, size and setback from the property lines of the residence and all other improvements such as garages, carports, patios, decks, driveways, fences, etc. on the lot on which such are proposed to be constructed. The plans shall also show the proposed finished grade and topography and surface water drainage as well as the location of each existing tree located on the lot which has a main trunk diameter greater than eight (8) inches as measured at a height of four (4) feet from the ground.

(b) Landscape Plan.

Each applicant for plan approval, prior to any clearing or grading of the lot, must submit to and have approved by Developer a landscape plan showing the location, bounds, numbers, size at time of installation and species of all plants, trees, shrubs, grasses and ground covers. Such plan shall indicate landscaping adequate to properly complement the residence and lot. Landscaping must be

harmonious with the natural environment of the Subdivision. Maintenance of the landscaping in a condition as good or better than that which is finally approved by Developer shall be a continuing obligation of the lot owner.

(c) Building Plans.

Building plans and drawings shall be submitted showing floor plans of the residence with dimensions, giving floor levels and including door and window symbols and schedules, showing all other improvements with dimensions such as garages, carports, decks, etc. Exterior views of the residence shall be given showing the conceptual view of the proposed residence from the front, rear and side, all exterior finish materials, finished floor elevations and existing and proposed grade lines and all exterior openings. Such plans shall show the foundation plan, building and wall section details and the roof plan and pitch.

3. CONSTRUCTION:

Houses shall be constructed by Developer, or a licensed general contractor, approved by the Developer in its discretion, and, in the discretion of Developer, supervised by an architect, and shall be completed within one (1) year from the date the foundation is begun. Should construction be prolonged unduly resulting in material located on the property being stored or scattered in an unsightly manner or the construction work is halted for a period of in excess of sixty (60) days, so as to present an unsightly and an unattractive appearance, Developer or the Association shall have the

right to enter upon said lot for the purpose of assembling the construction material in such a manner as to provide an orderly and well-maintained appearance that will not be offensive to other lot owners in the Subdivision and Developer or the Association shall have a lien upon the lot so entered upon covering its costs and charges for performing such work.

Approval of the plans and specifications herein does not preclude the necessity for obtaining a building permit from the County of Glynn. The builder, lot owner or architect should insure availability of all utilities.

Damage to curbs, streets, and common areas as a result of construction will be charged to the owners.

Only those trees marked and indicated to be removed on the approved site plan may be removed. Care should be exercised to protect all other trees from materials and dirt storage, equipment damage or alteration of grade. The use of protective barriers or bulkheads where necessary so as not to cover the roots of remaining trees with soil shall be required.

The use of adjoining properties for access to the site or for the storage of materials, without the written permission of the adjacent owner, is forbidden.

The storage of materials must be in an inconspicuous area of the site, cleanliness shall be practiced, and contractors are required to make frequent clean-ups of surplus materials, trash, wrappers, etc. A trash barrel must be maintained on each site for

the disposal of small trash and eating litter.

4. REMEDIES FOR NON-COMPLIANCE:

In the event that any construction, alteration or landscaping work is undertaken or performed upon any lot in the Subdivision without final approval of the plans and specifications as required by this Article having been first obtained or if any construction, alteration or landscaping work is undertaken or performed which deviates from the plans and specifications for the same which have been approved by Developer, then such construction, alteration or landscaping work shall be deemed to be in violation of these Covenants and Restrictions. In such event, the owner of the lot upon which such unauthorized work was undertaken or performed may be required by Developer at such owner's sole expense to restore such lot to its original condition or to proceed immediately to have such plans and specifications approved by Developer and to proceed to finish such work in accordance with the approved plans. Upon the failure or refusal of any person to perform the restoration or completion required herein, Developer, or its authorized agents or employees, may, after fourteen (14) days notice to such person, enter upon such lot and make such restoration or completion as Developer, in the exercise of its sole discretion, deems desirable or necessary. The owner of such lot shall be personally liable to Developer for all direct and indirect costs which Developer shall incur in the performance of such restoration work and the liability for such costs shall be secured by the lien, and shall be subject to

the same means of collection as the assessments provided for in Article IX of this Declaration or enforceable by Developer by an appropriate proceeding in law or in equity. In the event of a tree being cut down without prior approval of Developer, then such lot owner shall replace the tree with one of the same type and of substantially similar size and if such replacement cannot be performed, then such tree shall be valued using the "International Society of Arborists" guide to appraising trees and endangered plants and that value shall be a special assessment to the lot owner and shall be payable to the Association pursuant to Article VIII of this Declaration.

V. NUISANCES:

1. GENERAL NUISANCES:

There shall not be erected, constructed, permitted, committed, maintained, used or operated on any of the land included in the Subdivision, any nuisance of any kind or character. No noxious or offensive activity shall be carried on upon any lot in said development, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. The determination of what constitutes an "annoyance" or "nuisance" shall be in the sole discretion of the Developer or the Association.

2. TRASH:

No trash, rubbish, garbage, debris or material shall be

deposited on any lot, except building materials during the course of construction on the site and in such event such materials shall be stored and kept in an orderly and tidy manner. All trash, garbage or other refuse created or stored on any lot for normal residential purposes shall be done so under sanitary conditions and shall not be visible from any street or lot.

3. VEHICLES, TRAILERS, BOATS:

No boat, boat trailer or other trailer, motorcycle, camper, motor home or other recreational vehicle, or truck (other than a pickup truck) shall be permitted to be stored upon any portion of property within the Subdivision unless the same is entirely confined within a garage and the door of such garage is kept in a closed position. Any question concerning whether any item creates a violation of this provision shall be determined in the sole discretion of the Developer or the Association. No parking of trucks or trailers shall be permitted on streets, roads or lots, except during construction, and thereafter, except for delivery or pickups.

4. ANIMALS:

No livestock or live fowl or other animals, except a reasonable number of domesticated dogs, cats or other common household pets, shall be kept upon any lot without the written consent of Developer. No dogs, cats or other household pets kept on said lots may be bred or maintained for any commercial purpose. All animals shall be kept on a leash when the same are upon Common Property (as such term is

defined hereinafter).

5. SIGNS:

No advertising signs or advertising matter shall be erected upon or displayed or otherwise exposed to view on any lot or from within any improvement on any lot without the written consent of Developer, and Developer and its servants, agents or employees, may enter upon any lot upon which such sign or matter is erected or displayed and summarily remove and destroy any such unauthorized sign or matter.

6. VACANT LOTS:

Developer reserves the right to care for vacant and unimproved and unkempt lots, to remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and undesirable thing therefrom, and to do any other things and perform any labor necessary or desirable, in the judgment of Developer, to maintain the property neatly and in good order and the cost of such maintenance will be charged against the owner of said lot or lots, shall be secured by a lien, and shall be subject to the same means of collection as the assessments provided for in Article IX hereof or enforceable by Developer by an appropriate proceeding in law of equity. This reservation shall not constitute an obligation on the part of Developer to perform any of the acts mentioned above.

7. OIL AND MINING OPERATION:

No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon

or under any lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, permitted or maintained upon any lot.

8. CLOTHESLINES:

No outside clothesline or other facilities for airing or drying clothing shall be erected, placed or maintained on any lot which are visible from any street or from any other lot.

9. ANTENNAS; SATELLITE DISHES:

No exterior antennas, aerials or satellite dishes shall be constructed or installed on any improvement or lot without prior written approval of Developer.

10. UNSIGHTLY CONDITIONS:

The pursuit of hobbies or other activities, including but not limiting the generality of the foregoing, the assembly and disassembly of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any lot.

VI. THE ASSOCIATION.

1. THE ASSOCIATION:

Prior to the date this Declaration has been filed for record with the Clerk of Superior Court of Glynn County, Georgia, Developer has caused to be formed, and there does now exist, under its

Articles of Incorporation and by-laws, the Association, a non-profit Georgia corporation organized and operated for the benefit of the owners of real property in the Subdivision. The Association is and shall be responsible for the ownership, management and operation of the Common Properties, the enforcement of covenants and restrictions as set forth in this Declaration, and the performance of such other duties and services as the Board of Directors of the Association shall deem to be in the best interest of the members of the Association.

2. MEMBERSHIP AND TRANSFER OF MEMBERSHIP:

Every person or entity who is, or who becomes, a record owner of a fee or undivided fee interest in any lot in the Subdivision is and shall be required to be a member of the Association (hereinafter referred to as "Member"); provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a Member. The transfer of ownership of a fee or undivided fee interest in any portion of a lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such fee or undivided fee interest in the lot.

The membership in the Association held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale of such lot, and then only to the purchaser of such lot. Any attempt to make a prohibited transfer shall be void and will not be reflected upon the books and records of the Association.

3. CLASSES OF MEMBERSHIP; VOTING RIGHTS:

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

(a) Class A.

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

The Class A Members shall be entitled to full voting privileges on the earliest of the following dates to occur: (i) the date which Developer may so designate by notice in a writing delivered to the Association; or (ii) sixty (60) days after the date on which Developer shall no longer own any lots within the Subdivision and no longer owns any property within the Expansion Property; or (iii) December 31, 2010. Before the earliest of these dates to occur, the Class A Members shall be entitled to vote only on any proposal of merger, consolidation or dissolution of the Association or on any other matter for which it is provided by law that approval of each and every class of membership of the Association is required.

When entitled to vote, Class A Members shall be entitled to cast one vote for each lot in which they hold an interest required for membership. When more than one person holds such

interest in any lot, all such persons shall be Members. The vote for such lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In the event of a disagreement among such persons and an attempt by two or more of them to cast the vote of such lot, such persons shall not be recognized and the vote with respect to such lot shall not be counted.

(b) Class B.

The Class B Member shall be the Developer. Class B Membership shall be a full voting membership and, during its existence, the Class B Member shall be entitled to vote on all matters and in all events. At such time as Class A Members shall be entitled to full voting privileges, as provided in paragraph (a) above, the Class B Membership shall automatically terminate and cease to exist, and Developer shall become a Class A Member insofar as it may own lots in the Subdivision.

4. SUSPENSION OF MEMBERSHIP RIGHTS:

The membership rights of any Member, including the right to vote, may be suspended by the Board of Directors of the Association pursuant to the Authority granted in the by-laws of the Association. Any such suspension shall not affect such Member's obligations to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien in favor of the Association on the lot owned by such Member.

5. MEETINGS OF THE MEMBERSHIP:

All matters concerning the meetings of the Members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to Members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Act, in this Declaration, or in the Articles of Incorporation or the by-laws of the Association.

6. BOARD OF DIRECTORS:

Whenever approval of, action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the by-laws with respect to such action, inaction or approval that the Members of the Association must vote; provided, however, that the Board of Directors may obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Common Properties as it deems to be in the best interests of the Association.

7. DUTIES AND POWERS OF THE ASSOCIATION:

In addition to the duties and powers enumerated in the Act, this Declaration, the Articles of Incorporation or the by-laws of the Association, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all of the Common Properties and the improvements and landscaping thereon, and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Properties.

(c) Have the authority to obtain, for the benefit of all of the Common Properties, all water, gas and electric services and garbage collection.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Properties to serve such Common Properties and the lots in the Subdivision.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(f) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

VII. PROPERTY RIGHTS IN THE COMMON PROPERTIES:

1. TITLE TO THE COMMON PROPERTIES:

Developer hereby covenants for itself, its successors and assigns, that it will dedicate and/or convey fee simple title to the streets in the Subdivision free and clear of all encumbrances and

liens, except the easements and restrictions which are set forth in this Declaration, either to Glynn County, a political subdivision of the State of Georgia, or to the Association in which case the streets shall become Common Property. Developer reserves the right and privilege of conveying to said County or to the Association any or all other property or facilities which may be on the Plat or any subsequent plats of the Subdivision, including streets, parks, playgrounds, commons, alleys, walkways or buffer areas in the Subdivision at any time and without notice. All such conveyances shall be subject to the easements and restrictions which are set forth in this Declaration. All such property and facilities owned or maintained by the Association, and now or hereinafter acquired, leased or controlled by the Association, are referred to herein as "Common Properties". The Association thereafter shall be obligated to maintain said Common Properties. By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of Common Properties which may be made to it in accordance with the terms of this Declaration and to maintain all such Common Properties.

2. MEMBERS' EASEMENTS OF ENJOYMENT:

Every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to establish uniform

rules and regulations pertaining to the use of the Common Properties.

(b) The right of the Association, in accordance with its Articles and by-laws, adopted and of force from time to time, to borrow money for the purpose of improving the Common Properties and in aid thereof, to mortgage or convey by security instrument the property so approved.

(c) The right of the Association to suspend the voting rights and right to use the recreational facilities of the Common Properties, if any, by a Member for any period during which any assessment against his lot remains unpaid and delinquent; and for a period not to exceed thirty days for any single infraction of the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the by-laws of the Association.

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the instrument making such dedication or transfer is duly executed by the Association and certifies that the Members entitled to cast two-thirds of the votes

of each class of membership have been cast at a duly called meeting of the Association, agreeing to such dedication or transfer, and that written notice of the proposed action was sent to every Member not less than thirty nor more than sixty days in advance of such meeting.

3. DELEGATION OF USE:

Any Member may delegate, in accordance with the by-laws, his right of enjoyment to the Common Properties to the members of his family, his tenants or contract purchasers who reside on the property.

4. WAIVER OF USE:

No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties thereon or by abandonment of his lot.

VIII. COVENANT FOR MAINTENANCE ASSESSMENTS:

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

Developer, for each lot owned by it within the Subdivision, hereby covenants and agrees to pay, and each owner of any lot in the Subdivision or in any lot in any future addition to or extension or enlargement of the Subdivision which become subject to the jurisdiction of the Association, by acceptance of a deed therefor,

whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay to the Association within thirty (30) days from notice thereof: (a) regular assessments or charges, and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS:

The assessments levied by the Association shall be used exclusively for the purpose of maintaining, improving, replacing, acquiring and operating the right of ways, streets and other Common Properties in the Subdivision and of promoting the recreation, health, safety and the welfare of the Members of the Association and, in particular, for the improvement and maintenance of the Common Properties, services and facilities devoted to this purpose, and related to the use and enjoyment of the Common Properties. The assessments may be used for, but not limited to, the payment of taxes and insurance, construction of repairs, replacements and

additions to the Common Properties, payment of the cost of labor, employees, agents, accountants, attorneys, equipment, material, management and supervision necessary or desirable to carry out the Association's needs.

3. REGULAR ASSESSMENTS:

The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association pursuant to the Articles of Incorporation and by-laws of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, will be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of fifty-one percent of the Class A Members and one-hundred percent of the Class B Members, if any.

5. UNIFORM RATE OF ASSESSMENT:

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or other

convenient basis, unless, however, any expenses of the Association benefit fewer than all of the lots, in which case such lots may be assessed exclusively and equitably against the lots benefitted, as determined by the Association and to the extent allowed by the Act.

6. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS AND
FIXING THEREOF:

The regular assessments provided for herein shall commence as to all lots in the Subdivision, or any addition to or extension or enlargement thereof, on the first day of the month following the conveyance of the first lot within the Subdivision to an individual owner. The regular assessments as to lots in any additions to or extensions or enlargements of the Subdivision, provided said lots shall have become subject to assessment by the Association, shall commence with respect to all such lots on the first day of the month following the conveyance of the first lot therein to an individual owner. (Provided, however, that the Association, by a majority vote of its Board of Directors, may extend the commencement date of regular assessments to a time not later than two months following the completion of all improvements and landscaping within the Common Properties, or two months from the date of conveyance of the Common Properties to the Association, whichever is later, if Developer, by a written agreement with the Association, commits to maintain the Common Properties until such extended date.

7. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL
OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF

ASSOCIATION:

Section 7.1. General Remedies of Association for Nonpayment of Assessment. Any installment of an annual assessment or a special assessment which is not paid within 30 days after its due date will be delinquent. In the event that an installment of an annual or special assessment becomes delinquent, or in the event any default Assessment is established under this Declaration, the Association, in its sole discretion, may take any or all of the following actions:

7.1.1. Assess a late charge for each delinquency at uniform rates set by the Board of Directors from time to time and not in excess of the greater of \$10.00 or 10 percent of the amount of each assessment or installment thereof not paid when due;

7.1.2. Charge interest from the date of delinquency at a default rate which shall not be in excess of 10 percent per annum interest on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable;

7.1.3. Suspend the voting rights of the owner during any period of delinquency;

7.1.4. Accelerate all remaining assessment installments for the fiscal year in question so that unpaid assessments for the remainder of the fiscal year will be due and payable at once;

7.1.5. Bring an action at law against any owner personally obligated to pay the delinquent assessment charges;

7.1.6. File a statement of lien with respect to the lot and foreclose as set forth in more detail below; and,

7.1.7. Assess a charge equal to the fair rental value of the lot from the time of the institution of an action until the sale of the lot at foreclosure or until judgement rendered in the action is otherwise satisfied. The remedies provided under this Declaration will not be exclusive, and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 7.2. Assessment Lien. Any assessment chargeable to a lot will constitute a lien on the lot, effective the due date of the assessment. To evidence the lien, the Association may, but will not be obligated to, prepare a written lien statement with respect to the lot, setting forth the name of the owner, the legal description of the lot, the name of the Association, and the delinquent assessments amounts then owing together with authorized late charges and interest accrued thereon. Any such statement will be duly signed and acknowledged by the President or a Vice-President of the Association or by the Manager, and will be served upon the owner of the lot by certified mail, return receipt requested, to the address of the lot and at such other address as the Association may have in its records for the owner. At least 10 days after the Association mails the statement to the owner, the Association may record the statement in the Office of the Clerk of Superior Court of Glynn County, Georgia. Thirty days following the mailing of such

statement or notice to the owner, the Association may proceed by an action, judgement, and foreclosure of the statement of lien in the same manner as other liens for the improvement of real property under the statutes of the State of Georgia. The Association will have the power to bid on a lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the lot. The lien for assessments shall lapse and be of no further effect, as to assessments or installments thereof, together with late charges and interest applicable thereto, which first became due and payable more than three years prior to the date upon which the notice is given or more than three years prior to the institution of an action therefor if an action is not instituted within 90 days after the giving of the notice.

Section 7.3. Successor's Liability for Assessment. Regardless of whether the liability for assessments against a lot was created while such lot was owned by a prior owner of such lot or a successor in title except as provided in Section 7.5, such lot will be liable for any and all unpaid assessments, interest, late charges, costs, expenses, and attorneys' and legal assistant fees against such lot without prejudice to any such successor's right to recover from any prior owner any amounts paid by such successor. This liability of a successor will not be personal and will terminate upon termination of such successor's fee simple interest in the lot. In addition, such successor will be entitled to rely on the statement of status of assessments by or on behalf of the Association under Paragraph 8

of this Article and shall not be liable for nor shall the lot conveyed be subject to a lien for any unpaid assessments against such prior owner in excess of any amount set forth in the statement.

Section 7.4. Waiver of Homestead Exemption; Subordination of the Lien. The lien of the assessments will be superior to and prior to any homestead exemption provided now or in the future by the laws of the State of Georgia, and to all other liens and encumbrances except the following:

7.4.1. Liens and encumbrances recorded before the date of the recording of this Declaration;

7.4.2. Liens for real estate taxes and other governmental assessments or charges duly imposed against the lot by a Georgia governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

7.4.3. The lien for all sums unpaid on a first mortgage recorded before the date on which the assessment sought to be enforced became delinquent, including any and all advances made by the first mortgagee, even though some or all of such advances may have been made subsequent to the date of attachment of the Association's lien; all subject, however, to the limitations of the Act.

With respect to Section 7.4.3, any first mortgagee or holder of a secondary purchase money mortgage of record who acquires title to a lot by virtue of foreclosing such mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a

foreclosure sale of such mortgage, will take the lot free of any claims for unpaid assessments, interest, late charges, costs, expenses, and attorneys' (and legal assistants') fees against the lot which accrue prior to the time such mortgage holder or purchaser acquires title to the lot; provided, however, that such unpaid assessments and related costs and expenses shall be deemed to be a common expense collectable from all owners, including such mortgagee or other person and his or her successors, successors-in-title, and assigns.

All other persons who hold a lien or encumbrance of any type not described in Sections 7.4.1 through 7.4.2 will be deemed to consent that the lien or encumbrance will be subordinate to the Association's future liens for assessments, interest, late charges, costs, expenses and attorneys' (and legal assistants') fees, as provided in this Article, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

Section 7.5. Reallocation of Assessments Secured by Extinguished Liens. The sale or transfer of any lot to enforce any of the liens to which the lien for assessments is subordinate will extinguish the lien of such assessments as to installments which became due prior to such sale or transfer to the extent provided in the Act. The amount of such extinguished lien may be reallocated and assessed to all Lots as a common expense at the direction of the Board of Directors of the Association. However, no such sale or

transfer will relieve the purchaser or transferee of a lot from liability for, or the Lot from the lien of, any assessments made after the sale or transfer.

Section 7.6. Exempt Property. The following portions of the property will be exempt from the assessments, charges, and liens created under this Declaration:

7.6.1. Any easement or other interest in the property dedicated and accepted by Glynn County and devoted to public use;

7.6.2. Any real property, an interest in which is owned by Glynn County or any other governmental body established under Georgia law;

7.6.3. All utility lines and easements; and

7.6.4. common area.

8. CERTIFICATE OF PAYMENT:

The Association shall, upon demand, furnish to any owner liable for an assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of such certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

IX. NON-PAYMENT OF ASSESSMENTS OR OTHER CHARGES:

1. CURING THE DEFAULT:

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice.

2. CUMULATIVE REMEDIES:

The assessment lien or other lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which Developer, the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments or other charges, as above provided.

X. GENERAL PROVISIONS:

1. DURATION:

DURATION OF THESE COVENANTS AND AMENDMENT

Section 10.1. Term. This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 20th anniversary of the date of this Declaration is first recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia. Thereafter these covenants will be automatically extended for additional twenty year periods, in perpetuity, unless otherwise terminated or modified as follows: To terminate this Declaration, at least 51% of the owners shall

execute a document containing a legal description of the entire area affected by these Restrictions, a list of the names of all record owners of lots in The Commons at Frederica, and a description of this Declaration, which may be incorporated by reference. By signing such document, each owner shall verify that he or she is a record owner of a lot in The Commons at Frederica, specifying such lot or lots. Such document shall be recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia no sooner than but within two years prior to the expiration of the initial twenty year period or any subsequent twenty year period.

Section 10.2. Amendment. This Declaration, or any provision of it, may be modified or amended as to the whole or any portion of the property, upon the written consent of owners holding 67% or more of the votes in the Association. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns. A certificate of a Georgia licensed attorney showing record ownership of the property and a certificate of the Secretary of the Association documenting votes held and voting rights exercised on the basis of such ownership records will be evidence of such ownership and voting representation for the purposes of any such amendment.

Section 10.3. Developer's Approval. Notwithstanding the provisions of Sections 20.1 and 20.2, no termination, extension, modification or amendment of this Declaration will be effective in

any event during the period of declarant control (as defined in Article IV) unless the written approval of Developer is first obtained.

Section 10.4. Notice of Amendment. No amendment or revocation of this Declaration will be effective unless a written notice of the proposed amendment is sent to every owner reasonably in advance of any action taken or purported to be taken and such owner has been given the opportunity to vote or give its consent thereto.

Section 10.5. Effective on Recording. Any modification, amendment or revocation will be immediately effective upon recording, in the Office of Clerk of Superior Court of Glynn County, Georgia, a copy of such amendment, modification, or revocation executed and acknowledged by the necessary number of owners (and by Developer, as required), accompanied by a certificate of a Georgia licensed attorney as to ownership, or alternatively, upon the recording in the Office of Clerk of Superior Court of Glynn County, Georgia, of a copy of the amendment, modification or revocation together with a duly authenticated certificate of the Secretary of the Association stating that the required number of consents of owners were obtained, as evidenced by a certificate of a Georgia licensed attorney or other authoritative evidence of compliance with the requirements of this Declaration regarding such matters, which will be placed on file in the office of the Association.

2. ENFORCEMENT:

Developer, the Association, or any owner or the successor in interest of an owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof.

3. WAIVER:

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

4. SEVERABILITY:

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any

other provisions which shall remain in full force and effect.

5. CONSTRUCTION:

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the Common Properties. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6. AMENDMENTS:

This Declaration may be amended by the Association only by the affirmative assent or vote of not less than sixty-seven percent of the owners of lots in said Subdivision, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than sixty-seven percent of the owners.

No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage, deed to secure debt or other encumbrance made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or public sale, or otherwise.

7. SINGULAR INCLUDES PLURAL:

Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include

the feminine and the neuter.

IN WITNESS WHEREOF, the undersigned, SONID DEVELOPMENT COMPANY, L. L. C. and THE COMMONS AT FREDERICA Property Owners' Association, Inc. have caused this instrument to be executed by their duly authorized officers, and their seals to be affixed under proper authority of their Board of Directors, on this the 22nd day of September, 1995.

SONID DEVELOPMENT COMPANY, L. L. C.

By: *John L. Dinos*
John L. Dinos, Managing Director

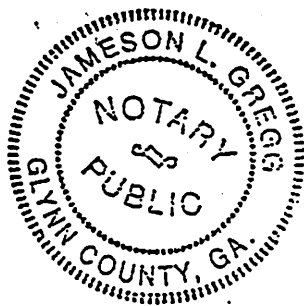
Signed, sealed and delivered
in the presence of:

Kimberly B. Nixon
Witness

James S. Gray
Notary Public, Glynn County,
Georgia.

Notary Public, Glynn County, Georgia
My Commission Expires October 4, 1997.

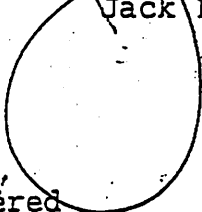
My commission expires: _____
(NOTARIAL SEAL)



THE COMMONS AT FREDERICA
HOME OWNERS' ASSOCIATION, INC.

BY: [Signature]
John L. Dinos, President

ITS: [Signature]
Jack Dinos, Secretary



(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Kimberley G. Mixon

Witness

James P. Gray

Notary Public, Glynn County,
Georgia.

My commission expires: _____

Notary Public, Glynn County, Georgia
My Commission Expires October 4, 1997.

(NOTARIAL SEAL)

