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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TIMBERLAKE, PHASE 2A

Jason E. Bragg

THIS DECLARATION is made by KEYSTONE HOMES, INC. and, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the developer of certain real property located in Effingham County, Georgia, known as TIMBERLAKE, PHASE 2A, more particularly described as follows:

All those certain lots, tracts or parcels of land, situate, lying and being in Effingham County, Georgia, known as Lots 185, 187, 188, 189, 190, 191, 192, 193, 194, 205, 206, 349, 350, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, and 374; together with the areas designated as Open Space and Future Development, as shown on a plat of Timberlake, Phase 2A, recorded in the Office of the Clerk of Superior Court of Effingham County, in Plat Book 29, page 204, on November 4, 2021. Said plat is incorporated herein by reference.

Said property has a total area of 11.83 acres, more or less, including and encompassing thirty-five (35) residential lots referenced above; areas designated as Open Space and Future Development, and Existing Pond, Timberlake Drive (60' R/W), all Easements; Lift Stations; Rights of Way; and all remaining acreage, if any; all as shown on said plat.

Tax PIN: 03940007 (Portion of)

To preserve and enhance the property values and quality of life in
TIMBERLAKE, PHASE 2A, and the health, safety and general welfare of the owners of
the properties herein, DECLARANT hereby declares that all of said real property shall be
held, sold and conveyed subject to the following covenants, conditions, restrictions and

easements which shall run with the title to the real property for the purpose of protecting the value and desirability thereof. This Declaration shall be binding upon and shall inure to the benefit of DECLARANT, its successors and assigns, and all persons who may hereafter acquire any right, title or interest in said real property, or any portion thereof.

ARTICLE I

DEFINITIONS

Section 1. "DECLARANT" means KEYSTONE HOMES, INC. No successor or assignee of DECLARANT shall have any rights or obligations of DECLARANT hereunder unless they are specifically set forth in the instrument of succession or assignment or pass by operation of law.

Section 2. "TIMBERLAKE, PHASE 2A", means that certain residential development comprised of the real property hereinabove described above, and all additional property hereunder submitted to this declaration by annexation. Additional property may be annexed to TIMBERLAKE, PHASE 2A, by DECLARANT by the filing of a Supplemental Declaration with Respect to any annexed property.

Section 3. "Lot" means any parcel of land designated for separate ownership and residential occupancy shown upon any recorded plat of TIMBERLAKE, PHASE 2A (Plat recorded in Plat Book 29, pages 204). Unless the context requires otherwise, the term Lot includes all improvements on the Lot. "Home" means the improvements on a Lot intended for use and occupancy as a residence. "Common Area" means all real property designated as Common Area on the recorded plat of TIMBERLAKE, PHASE 2A, or designated as Common Area in this Declaration or a Supplemental Declaration.

Section 4. "Association" means "TIMBERLAKE, PHASE 2A ASSOCIATION, INC.", a Georgia nonprofit corporation. "Board" means the Board of Directors of the Association, the governing body having charge of the affairs of the Association.

Section 5. "Owner" means the owner, whether one or more persons, of a Lot in TIMBERLAKE, PHASE 2A. "Member" means a member of the Association. An Owner shall be, by virtue of his ownership of a Lot in TIMBERLAKE, PHASE 2A, a member of the Association. "Owner" and "Member" are synonymous and may be used interchangeably. When a Lot is owned by more than one person, all such persons, collectively, are deemed to be one Owner and one Member. The owner of a life estate in a Lot is deemed to be the Owner and Member as long as the life estate exists. DECLARANT is an Owner and Member as long as DECLARANT own one of more Lots in TIMBERLAKE, PHASE 2A. The holder of a Mortgage or Security Deed is not an Owner or a Member. Unless the Association has satisfactory proof to the contrary, ownership of a Lot is deemed to be vested in accordance with the real estate records of Effingham County, Georgia.

Section 6. "Declaration" means this Declaration of Covenants, Conditions and Restrictions. "Supplemental Declaration" means any recorded document which subjects additional property to the provisions of this Declaration, or amends this Declaration in any respect. "Articles" means the Articles of Incorporation of the Association. "Bylaws" means the Bylaws of the Association.

Section 7. "Board Rules" means all rules and regulations promulgated or adopted by the Board which govern the Association or the use and enjoyment of the

properties in TIMBERLAKE, PHASE 2A. "ACC Standards" means the architectural and Environmental standards promulgated by the Architectural Control Committee (the ACC).

Section 8. "Mortgage" means a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to property.

Section 9. "Person" means a natural person, corporation, partnership, limited partnership, limited liability company, association, trust or other entity, or any combination thereof.

Section 10. "Development Period" means that period commencing on the date of this Declaration and ending when DECLARANT is no longer actively engaged in the annexation, development or sale of Lots in TIMBERLAKE, PHASE 2A, not to exceed twenty (20) years from the date hereof.

ARTICLE II

THE ASSOCIATION

Section 1. Powers. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject only to the limitations expressly set forth in this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may acquire, hold and dispose of real and personal property conveyed to it by DECLARANT. The Association shall perform all duties and obligations required by this Declaration, the Supplemental Declarations, the Articles and the Bylaws. The Association may exercise all rights, powers and privileges granted by this Declaration, the Supplemental Declarations, the Articles and the Bylaws,

and every other right, power of privilege reasonably implied from or reasonably necessary to exercise any express right, power or privilege.

Section 2. The Common Area. The Association shall maintain the Common Area shown on the recorded plat of TIMBERLAKE, PHASE 2A, and the entrance features, fences, signs, amenities, landscaping and other improvements in a safe and attractive condition, and in good working order and repair. The Association may provide lighting, landscaping, improvements and sprinklers for the Common Area. No person shall alter the appearance of the Common Area without the prior written consent of the Board, nor shall any person damage or destroy the entrance features, fences, signs, amenities, landscaping and other improvements located thereon. The Association may adopt reasonable rules governing the use and enjoyment of the Common Areas it retains ownership of.

Section 3. Board of Directors. The Board shall manage the affairs of the Association. Unless otherwise provided, any right, power of authority granted to the Association may be exercised by the Board, and any duty or obligation of the Association shall be performed by the Board. The Board shall have the authority to adopt and the power to enforce reasonable rules and regulations to govern the Association and the use and enjoyment of the properties in TIMBERLAKE, PHASE 2A, (the Board Rules). The Board Rules may impose standards not contained in or stricter than this Declaration, if consistent with the general intent hereof and not in conflict herewith. Any specific authority herein granted to the Board to adopt rules for specific purposes shall not limit its general authority hereunder to adopt rules. The Board Rules shall be observed by all

Owners and their tenants, occupants and guests. The Board may waive a violation of the Board Rules, if Board determines such violation to be minor or insubstantial.

Section 4. Election of Board. DECLARANT shall have the sole right to elect and remove members of the Board during the Development Period, unless DECLARANT sooner waives this right. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of the Association. Membership in the Association is appurtenant to the Lot giving rise to such membership and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any other attempted transfer of membership shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof. A new Owner shall notify the Association of the change of ownership and shall furnish the Association with a copy of the new Owner recorded deed or other instrument establishing title and the new Owner address to which notices from the Association shall be sent.

Section 2. Voting Rights. With the exception of DECLARANT, Members shall be entitled to one vote in the Association for each Lot.

Notwithstanding the foregoing, during the Development Period, DECLARANT shall be the only Members with any voting rights, unless

DECLARANT sooner waive this right. Other Members shall not be entitled to any votes during the Development Period. Following the Development Period, **DECLARANT** shall be the only members with voting rights until the expiration of twenty (20) years from the date of these Covenants, or until the **DECLARANT** are no longer actively engaged in the development, marketing or sale of Lots within **TIMBERLAKE, PHASE 2A**, whichever occurs first.

When a Lot is owned by more than one person, all such persons shall collectively, cast only one vote. Fractional votes shall not be allowed. If only one of such persons is present or represented by proxy at a meeting of the membership, such person is entitled to cast the vote relating to such Lot. If more than one of such persons are present or represented by proxy, the vote relating to such Lot shall be cast only in accordance with their unanimous agreement; otherwise, they shall lose their right to vote on the matter in question. Unanimous agreement is conclusively presumed if any one of them purports to cast the vote relating to such Lot without protest being made forthwith by any of the others to the person presiding over the meeting.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations of Assessments.

DECLARANT and each Owner, for each Lot owned, hereby covenant and agree to pay to the Association an initiation fee; and annual, special and individual assessments, which shall be established and collected as herein provided. Each assessment, together with all

other charges authorized pursuant to Article IX, Section 4, which are deemed a part of the assessment, shall be a charge and a continuing lien upon the lot against which the assessment is made from the date the assessment became due, and shall be the personal obligation of the Owner of the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. The obligations of the article shall bind each Lot and each Owner regardless of whether ownership was acquired by deed or operation of law, and regardless of whether so expressed in the deed or other document of title. No Owner may avoid liability for the assessments provided for herein by abandonment, nonuse or waiver of the use or enjoyment of his Lot, or otherwise.

Section 2. Purpose of Assessments. Assessments shall be used exclusively for expenses of the Association reasonably incurred in the performance of its duties and responsibilities, including the maintenance of reasonable reserves, and to promote the health, aesthetics, recreation, safety and general welfare of TIMBERLAKE, PHASE 2A, and the Owners and occupants thereof.

Section 3: Annual Assessments. The Board of Directors shall levy annual assessment for each calendar year. The amount of the annual assessment shall be established by the Board by December 1 of each year for the following calendar year, and written notice thereof shall be sent to every Owner. If the Board fails to establish an assessment for an assessment year, the most recent annual assessment shall be the assessment for such year. The board shall determine when annual assessments shall be paid and may permit payment thereof in installments. During the Development Period, a Lot shall become subject to annual assessments when the home constructed thereon is

first sold and closed as a residence. Upon the expiration of the Development Period, all Lots shall be subject to annual assessments. Annual assessments for Lots which become subject to annual assessments during an assessment year shall be prorated and paid based on the number of whole months remaining in the assessment year.

Section 4. Special Assessments. 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 any of the purposes set forth in Section 2 of this article, provided that any such assessment shall have the assent of two-thirds of the Members (excluding DECLARANT during the Development Period) voting at a meeting of the membership called for the purpose of considering the special assessment. During the Development Period, special assessments may be levied only against Lots which are then subject to annual assessments, unless DECLARANT consent to a special assessment against all Lots.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be set at a uniform rate for all Lots.

Section 6. Individual Assessments and Violation Fines. The Association may levy an individual assessment and/or violation fine against a Lot and its Owner for costs incurred by the Association resulting from an Owner's failure to maintain the Owner Lot in accordance with this Declaration, the Supplemental Declarations, the Board Rules or the ACC Standards, or to reimburse the Association for any damage to property owned or maintained by the Association caused by an Owner or the Owners tenants, occupants or guests, or for any other purpose permitted by this Declaration. An individual assessment shall be paid within thirty days after notice thereof is sent to the Owner.

Section 7. Status Certificates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status as assessments on a Lot is binding upon the Association as to the date of its issuance.

Section 8. Subordination of the Lien to Mortgages and Security Deeds . The lien of the assessments provided for herein shall be subordinate to first and second Mortgages and Security Deeds made in good faith and for value. Sale or transfer of a Lot shall not affect the assessment lien; provided, however, that the sale or transfer of a Lot by Mortgage or Security Deed foreclosure of a first Mortgage or Security Deed to which the assessment lien is subordinate shall extinguish the assessment lien as to payments which became due prior to such sale or transfer; provided, further, that such sale or transfer was made in good faith and not for the primary purpose of avoiding the assessment lien. After a sale or transfer of a Lot by Mortgage or Security Deed foreclosure the Lot and the new Owner shall be subject to the lien and personal obligation for all assessments thereafter becoming due.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. In General. TIMBERLAKE, PHASE 2A, is subject to architectural and environmental review by the Architectural Control Committee (the "ACC") in accordance with this article and the ACC Standards. Each Owner acknowledges that the décor, color scheme and design of his home are consistent and harmonious with other homes in TIMBERLAKE, PHASE 2A, and agrees to maintain his Lot and home in such

a manner as to maintain and perpetuate visual harmony within TIMBERLAKE, PHASE 2A.

Section 2. Procedure. The ACC shall have exclusive jurisdiction over all original construction, improvements, fences and landscaping in TIMBERLAKE, PHASE 2A, and all subsequent reconstruction, modifications, additions or alterations thereto. The ACC shall promulgate standards and procedures governing its area of responsibility and practice (the "ACC Standards"). The ACC Standards may impose standards not contained in or stricter than this Declaration, if consistent with the general intent thereof and not in conflict therewith. The burden shall be on the Owners and their builders and contractors to know and comply with the ACC Standards. Plans and specifications showing the nature, kind, shape, color, size, materials and location of all original construction, improvements, fences and landscaping, and all subsequent reconstruction, modifications, additions, or alterations thereto shall be submitted to the ACC for approval as to quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography and finish grade elevation. In the event the ACC fails to approve or disapprove such plans and specifications or to request additional information reasonable required for a proper determination within thirty days after submission, the plans and specifications shall be deemed disapproved. A majority of the ACC may appoint one member to act on behalf of the entire committee and the decisions of such appointee shall bind the committee. All construction shall adhere strictly to the plans submitted to and approved by the ACC. Nothing contained herein shall be construed to limit the right of any Owner to remodel the interior of his home or to paint the interior of his home any color desired.

Section 3. Membership of ACC. The ACC shall consist of three members who are not required to be Owners or occupants of TIMBERLAKE, PHASE 2A. During the development period, DECLARANT shall have the right to elect and remove members of the ACC, unless DECLARANT sooner waive this right. Thereafter, the Board shall elect and remove the members of the ACC. The terms of the members appointed by DECLARANT shall expire upon the taking of office of the members elected by the Board. Members of the ACC shall serve without compensation.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. Owner Responsibility. Each Owner shall maintain all landscaping and all improvements and structures, and all fences (unless maintained by the Association) on the Owner's Lot, including but not limited to the exterior of all structures, all utility lines and drainage facilities, driveways, walkways, and all other improvements located outside, aboveground or underground in a clean and attractive condition, and in good order and repair consistent with the approved plans and specifications, therefore. The excessive use or maintenance of statues, figurines, flags, banners, streamers, windsocks, birdhouses, birdbaths, unusual landscaping and other such items which are visible from any street is prohibited. The Board may adopt rules, which may be purely aesthetic in nature, limiting the use, maintenance and location of equipment, decorations, landscaping design and other items on a Lot which are visible from a street. The Board in its sole discretion, shall have the right to require removal on any items which it deems to be aesthetically unattractive or detrimental to the appearance of the neighborhood.

Section 2. Association' Rights. The Association may provide the maintenance (including the correction of any violation) required by Section 1 of this article, if the Owner fails to do so; and charge the cost thereof to the Owner. Prior to performing any maintenance on a Lot, the Board, or a committee appointed by the Board, shall determine that the Lot is in need of maintenance. Except in an emergency, prior to any maintenance work, the Board shall notify the Owner that unless the specified maintenance is commenced within the time stated in the notice, and thereafter diligently pursued to completion, the Association may cause the maintenance to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the required maintenance, the Association may enter upon the Lot to cause such maintenance to be performed during reasonable hours during any day except Sundays and holidays. Without limiting the foregoing, the Association may pressure wash, paint, repair, replace and care for exterior building surfaces, roofs, gutters and down spouts; clean and resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks and other landscaping and drainage improvements; and provide general cleanup and removal of debris. In an emergency, the Association may enter upon any Lot and perform any maintenance necessary to cure a hazardous condition on a Lot at any time without notice. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions, unless caused by gross negligence or intentional wrongdoing. The cost of any maintenance incurred by the Association under this section shall constitute an individual assessment against the applicable Lot and Owner.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this article, the Association may enter upon any Lot and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency, entry may be made at any time on any day.

ARTICLE VII

DESTRUCTION OF HOMES

Section 1. Total Destruction. In the event of the total destruction of a home, the Owner thereof shall promptly eliminate any unsafe condition and clear the Lot of debris. The Owner may leave the Lot in a clean, orderly and safe condition or reconstruct the home. Reconstruction shall commence within a reasonable time, not to exceed sixty days from the date of the destruction, and shall be diligently pursued until completion. The reconstruction shall be approved by the ACC, and shall be in conformity with the plans and specifications of the original structure, subject to changes and modifications approved by the ACC. Notwithstanding the foregoing, no Owner shall be required to reconstruct his Home or other structure, if the Owner is relieved of the obligations of this section by the Board. In such event, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition.

Section 2. Partial Destruction. In the event of partial destruction of a home, the Owner thereof shall promptly eliminate any unsafe condition and clear the Lot of debris. Within a reasonable time, not to exceed thirty days from the date of the destruction,

repairs shall be commenced, and shall be diligently pursued until completion. The repairs shall be approved by the ACC, and shall be in conformity with the plans and specifications of the original structure, subject to any changes or modifications approved by the ACC.

Section 3. Failure to Comply. The Association may eliminate any unsafe condition and clear a Lot of debris as required by Section 1 or Section 2 of this article, if the Owner fails to do so; subject, however, to the following provisions. Prior to any work, the Board shall determine that the Lot requires specific work to be in compliance with said sections. Except in an emergency, prior to any work, the Board shall notify the Owner that unless the specified work is commenced within fifteen days and thereafter diligently pursued to completion, the Association may cause the same to be performed and charge the cost thereof to the Owner. Upon the failure of the Owner to act within said period of time or to thereafter diligently pursue the completion of the specified work, the Association may enter upon the Lot to cause the specified work to be performed. The Association shall not be liable to the Owner or any other person for trespass or injury to person or property as a result of such actions, unless caused by gross negligence or intentional wrongdoing. The cost of the specified work incurred by the Association under this section shall constitute an individual assessment against applicable Lot and Owner.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Use Restrictions. TIMBERLAKE, PHASE 2A shall be used exclusively for residential purposes, subject to the Covenants, Conditions, Restrictions and Reservations contained in this Declaration. Only one home may be erected on a Lot. All homes shall be single-family dwellings which do not exceed three stories in height. No building shall be erected, altered, placed or permitted to remain on any Lot, unless approved by the ACC. No house trailer, mobile home or modular home shall be placed upon or permitted to remain in TIMBERLAKE, PHASE 2A. No structure of a temporary character, trailer, motor home, tent, shack or other outbuilding shall be used as a residence on any Lot. Notwithstanding the foregoing, DECLARANT and builders, contractors, real estate brokers, lenders and utility companies approved by DECLARANT, may maintain offices, signs and promotional equipment and apparatus during the Development Period, and the same shall not be subject to assessment.

Section 2. Business Restrictions. No business activities of any kind on any lot shall be conducted in TIMBERLAKE, PHASE 2A, except as permitted in this section. The following business activities are permitted: (a) home-based businesses that do not have any identifying signage within the development, do not increase traffic flow within the development, do not result in any increased noise or nuisance within TIMBERLAKE, PHASE 2A, and otherwise do not interfere with other Owners' and residents' use and enjoyment of TIMBERLAKE, PHASE 2A; (b) activities relating to approved construction; (c) the delivery of goods to and the performance services for Owners and residents; (d) activities of the Association required or permitted hereunder; (e) activities

of governmental authorities and utility companies relating to their duties and services. During the Development Period, DECLARANT and builders, contractors, real estate brokers, lenders, and utility companies approved by DECLARANT may conduct business in TIMBERLAKE, PHASE 2A, relating to the development thereof, including the use of buildings, temporary offices, vehicles, equipment, signs and other materials which would not otherwise be permitted hereunder, if approved by DECLARANT. Such buildings, offices, vehicles, equipment, signs, and materials shall not be subject to any assessment or charge levied by the Association.

Section 3. Plat Easements. TIMBERLAKE, PHASE 2A is subject to the drainage easements, utility and landscaping easements, minimum building lines and other easements and matters shown and noted on the recorded plats of the subdivision.

Section 4. Vehicles and Parking. All trucks in excess of three-fourths ton, semi-tractor trucks, large trailers, watercraft, boats, trailers, equipment, motor homes, campers, recreational vehicles, travel trailers, buses or commercial vehicles shall be parked so they are screened from view from the street, either by parking them in a fully enclosed garage or parking them to the rear of the House; provided, however, that this does not prohibit the temporary parking of trucks and commercial vehicles in connection with pickup, delivery and other commercial services within TIMBERLAKE, PHASE 2A, or vehicles and equipment used in connection with approved construction during the development period. For purposes hereof, "temporary" means a period not to exceed twelve (12) hours and expressly excludes overnight parking. No inoperative automobiles, trucks, motorcycles or other vehicles shall be allowed to remain on or adjacent to a lot in TIMBERLAKE, PHASE 2A, for a continuous period in excess of 48 hours, unless

screened from view from the street, either by parking of the aforesaid in an enclosed garage or to the rear of the house. The Board Rules may further regulate or prohibit the parking, storage and repair of vehicles and equipment in TIMBERLAKE, PHASE 2A, and may regulate or prohibit parking on the street therein. The Board Rules may also regulate or prohibit the use of vehicles which produce excessive noise or pollution, vehicles intended for off road use; and vehicles which, because of size or other characteristics, are unsafe, unsightly or inappropriate for use in a residential neighborhood.

Section 5. Animals. No animals, including reptiles and fowl, may be kept in TIMBERLAKE, PHASE 2A, unless approved by the Board, except dogs, cats, birds and fish commonly kept as household pets, as determined by the Board. Animals shall not be maintained or bred for any commercial purpose. All animals must be leashed or fenced when outside. The Board may limit the number of dogs, cats and birds in a single household. Any animal which causes excessive annoyance or disturbs the tranquility or safety of the subdivision shall not be permitted to remain. The Board may adopt strict rules governing animals in TIMBERLAKE, PHASE 2A, and may delegate its authority to approve pets to a committee appointed by the Board. Further, all animal excrement must be promptly and properly disposed of so as not to constitute a nuisance within TIMBERLAKE, PHASE 2A.

Section 6. Nuisances. No noxious or offensive activity shall be permitted in TIMBERLAKE, PHASE 2A, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any portion of the subdivision be used in any way for any purpose which may endanger the health or

unreasonably disturb the residents of TIMBERLAKE, PHASE 2A. Surface water shall not be obstructed or diverted from drainage facilities. No drainage facility or swale shall be altered without approval of the ACC.

Section 7. Signs. No sign of any kind shall be displayed to the public view in TIMBERLAKE, PHASE 2A, except one sign of not more than five square feet advertising a Lot for sale or rent, and signs used by DECLARANT and builders, contractors, real estate brokers, lenders and utility companies approved by DECLARANT to advertise during the Development Period. The Board may adopt rules governing the use of signs in TIMBERLAKE, PHASE 2A, including, but not limited to, their size, height, location, design, color and text. The Board may adopt and require the use of a uniform sign to advertise a Lot for sale or rent.

Section 8. Subdivision of Lots. No Lot shall be subdivided without the approval of the ACC; provided, however, that DECLARANT shall have the right to alter the dimensions of any Lot prior to the sale thereof by DECLARANT to an Owner. All lot changes must also be approved by the City of Rincon, if applicable.

Section 9. Drilling and Mining Operations. No drilling, excavation, quarrying or mining operations of any kind for oil, gas, minerals, stone, sand or other materials shall be permitted in TIMBERLAKE, PHASE 2A. No derrick, structure or equipment designed for drilling, excavation, quarrying or mining shall be erected, maintained or permitted in TIMBERLAKE, PHASE 2A.

Section 10. Exterior Antennas. Outside antennas, including without limitations television, radio, microwave or dish antennas, are discouraged in TIMBERLAKE, PHASE 2A. Unless the Board adopts rules permitting their use, smaller dishes may be

allowed, provided they are in the rear of the residence, not visible from the street, and written permission from the Board is granted.

Section 11. Mailboxes/Newspaper Boxes. The ACC shall approve all mail and newspaper receptacles in TIMBERLAKE, PHASE 2A. The Board may adopt and require the use of uniform mailboxes, newspaper receptacles and posts. In any event, only mail and newspaper receptacles which conform to the requirements of the Board may be used.

Section 12. Storage Buildings, Tanks, Garbage, Clotheslines, Etc. No storage buildings, fuel tanks or receptacles, equipment, garbage receptacles, woodpiles, electric and gas meters, air conditioning and/or heating equipment, dog pens, storage piles, equipment, tools or other unsightly objects which are visible from any street or from neighboring homes shall be placed or maintained on any Lot; provided, however, that the Board may adopt rules permitting and governing the size, design and materials, and the location and maintenance of storage buildings, storage tanks and receptacles, equipment, garbage receptacles, firewood and other outdoor items in TIMBERLAKE, PHASE 2A. No clotheslines shall be placed or maintained upon any Lot. Each Owner shall promptly remove all rubbish, trash and garbage resulting from the use and occupancy of his Lot. The excessive use of yard furniture, statues, figurines, flags, banners, streamers, windsocks, birdhouses, birdbaths and similar items which are visible from any street is prohibited.

Section 13. Sports Equipment, Play Structures and Yard Accessories. No basketball backboards and other fixed sports equipment shall be used or maintained in

any street or cul-de-sac. Unless otherwise approved by the Board, all basketball backboards and other fixed sports equipment shall be located at the side or rear of the home and within the building set back lines, and all play structures and yard accessories shall be located to the rear of the home and within the building set back lines. Any such equipment, structure or accessory exceeding six feet in height (except basketball backboards) shall require the approval of the Board. Furthermore, the Board Rules may further regulate or prohibit the use and location of sports equipment and play structures in TIMBERLAKE, PHASE 2A.

Section 14. Minimum Building Size. The Home constructed on a Lot must contain a minimum square footage of heated living space, exclusive of garages, porches, decks and attics, all as approved by the ACC in its sole discretion, pursuant to house plans submitted to it prior to construction.

Section 15. Garage Doors. Garage doors which are visible from any street or neighboring homes shall remain closed at all times except when vehicles are entering or exiting there from. The ACC may require side or rear garages when the Lot size and topography allows same.

Section 16. Fences. All fences must be approved by the ACC as to location, height, design and material.

Section 17. Security. The Board may adopt rules governing the security and protection of persons and property in TIMBERLAKE, PHASE 2A. The Association may take measures to enhance security in TIMBERLAKE, PHASE 2A, and include the cost thereof in the annual assessments. Neither the Association nor the Board shall be liable for failing to provide adequate security in TIMBERLAKE, PHASE 2A.

Section 18. Trees. Dead or diseased trees may be removed on any Lot at Owner expense. Trees may also be cut in order to build homes, driveways, pools and other improvements on each Lot, provided such is approved by the ACC with the house plans. A violation of this paragraph shall be enforceable with a special assessment/fine.

Section 19. Building Order of Improvements. A Home must be built on a lot before construction of any further or additional outbuildings or structures. Only one (1) residence may be constructed on a Lot, although outbuildings, garages and storage sheds are permitted on a Lot provided that they are approved by the ACC, are located to the rear of the Home and are otherwise built in accordance with the terms hereof. In no event may the aforesaid outbuildings, garages or storage sheds be used at any time for residential purposes, either on a temporary or permanent basis. Further, the ACC has the right to limit the number of associated structures erected or placed on any Lot.

ARTICLE IX

ENFORCEMENT

Section 1. Violations. This Declaration, the supplemental Declarations, the Board Rules and the ACC Standards (collectively, the Governing Documents) shall be observed by the Owners and their tenants, occupants and guests. An Owner is responsible and liable for all violations and losses caused by the Owner tenants, occupants and guests, notwithstanding the fact that such persons are also fully liable therefore. DECLARANT, the Association, any member of the ACC, or any Owner may enforce and prosecute violations of the covenants, conditions, restrictions, reservations,

easements, liens, charges and other provisions now or hereafter imposed by the Governing Documents, including proceedings at law or in equity. The failure to enforce a particular provision or prosecute a particular violation shall not be deemed a waiver of the right to do so thereafter.

Section 2. Architectural Requirements. If an Owner fails to comply with any architectural or environmental requirement of this Declaration, the ACC Standards, or the decisions of the ACC, notice of the violation shall be sent to the Owner allowing the Owner thirty days to cure the violation. If the Owner fails to cure the violation, DECLARANT and the Association may each enter upon the Owner Lot, make such corrections or modifications as are necessary, remove anything in violation of such requirements, and charge the cost thereof to the Owner. DECLARANT and the Association shall not be liable to the Owner or any other person for trespass or damages or injury to person or property in connection with such entry unless caused by gross negligence or intentional wrongdoing. This section is in addition to, and does not limit, the general enforcement provisions of Section 1 of this article.

Section 3. Costs of Enforcement. Any violator under Section 1 or Section 2 of this article shall be liable for all costs reasonably and actually incurred by any authorized person prosecuting a violation of the Governing Documents. Such costs include writing delinquency and demand letters, court costs, and attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. If approved by the Board, such costs shall constitute an individual assessment against the applicable Lot and Owner, and may be enforced in accordance with Section 4 of this article.

Section 4. Nonpayment of Assessments. As assessment levied against a Lot by the Association becomes delinquent if the assessment or any installment thereof is not paid on the date due. If the assessment is not paid within thirty days after the due date, it shall bear interest at the rate set by the Board, but not greater than the interest rate on judgment then in effect in the State of Georgia, and shall be subject to reasonable late charges, and all costs of collection reasonable and actually incurred by the Association, all of which shall be deemed part of the assessment, shall be secured by a continuing lien on the Lot pursuant to Article IV, Section 1. Costs of collection include charges for filing a claim of lien, writing delinquency and demand letters, court costs, and attorney fees, including appeals. Such costs may be recovered regardless of whether suit is filed. The Association may institute legal action to foreclose the assessment lien against the Lot and to collect against the Owner personally obligated to pay the assessment.

Section 5. Sanctions. For violations of the Governing documents, the Board may impose sanctions, including reasonable monetary fines, suspension of an Owner right to vote in the Association, and loss of use and enjoyment of any property owned or maintained by the Association; provided, however, that fines may not be imposed for delinquent assessments, but the Board shall suspend the voting rights in the Association of an Owner who is delinquent in the payment of assessments, and may impose other sanctions against such Owner.

Section 6. Remedies Cumulative. The remedies provided by this article and elsewhere in this Declaration are not exclusive remedies, but are in addition to all other rights and remedies available to DECLARANT, the Association, the ACC, and the Owners now or hereafter provided by the governing documents, by law, or otherwise.

Section 7. Exemptions and Immunity. When DECLARANT, the Association or the ACC are granted a right or an exemption by this Declaration, or immunity from liability for exercising a right, privilege or remedy granted therein, such right, exemption and immunity shall extend to all persons acting on its belief, for its benefit, or at its direction, including its directors, officers, committees, members, managers, contractors agents, employees, successors and assigns.

ARTICLE X

DURATION AND AMENDMENTS

Section 1. Term. This Declaration shall run with the land and be binding upon all Lot Owners, their heirs and assigns, and shall be and remain in effect perpetually to the extent permitted by law. Without limiting the foregoing, all easements contained herein and all affirmative obligations of Owners contained herein, including, but not limited to, the obligation to pay Association assessments, shall run with and bind all Lot Owners, their successors and assigns, and shall be and remain in effect perpetually to the extent permitted by law. All covenants and restrictions applicable to TIMBERLAKE, PHASE 2A, to and for certain uses shall run with and bind TIMBERLAKE, PHASE 2A, for a period of twenty years from the date hereof, and shall be renewed automatically and perpetually for successive periods of ten years each, unless amended or terminated by at least two-thirds of the Owners, or in accordance with applicable law.

Section 2. Amendments. During the Development Period, DECLARANT shall have the right without vote or approval of any Owner or Mortgagee: (a) to amend this

Declaration (i) to cure any ambiguity or inconsistency herein, (ii) to comply with applicable law; (b) to annex additional land to TIMBERLAKE, PHASE 2A, and impose additional covenants, conditions and restrictions thereon; (c) to include in any contract, deed or other instrument any additional covenants, conditions and restrictions applicable to any particular Lot; and (d) to waive violations of this Declaration. Following the Development Period, this Declaration may be amended or terminated at any time by an instrument signed by not less than two-thirds of the Owners. However, during the Development Period, any amendment or termination may be done unilaterally by the DECLARANT. Any such instrument must be recorded.

Section 3. Vested Rights. No amendment or termination of this Declaration shall affect the validity of any easements or other vested rights established hereunder for the benefit of any Owner, governmental authority, public utility, person or entity without written consent therefrom.

Section 4. Annexation. Additional property may be annexed to TIMBERLAKE, PHASE 2A by DECLARANT within 20 years from the date hereof, by filing Supplemental Declarations with respect to the annexed property. A Supplemental Declaration may impose additional covenants, conditions, restrictions and easements on the annexed property. Additional property may also be annexed by the affirmative vote of two-thirds of the Members present and voting at a meeting of the membership called for said purpose. During the Development Period, annexation by the Members shall require the assent of DECLARANT.

Section 5. DECLARANT Protection. Notwithstanding and other provisions herein, during the Development Period, no provision of this Declaration, any Supplemental Declaration, the Articles or the Bylaws shall be amended, and no rule, restriction or requirement shall be adopted or imposed, without the written approval of DECLARANT, which directly or indirectly, by its provisions or in practical application, does any of the following: repeals or amends any provision specifically applicable to the Development Period; repeals or amends DECLARANT right to annex additional property to TIMBERLAKE, PHASE 2A; relates exclusively or primarily to DECLARANT, or relates to DECLARANT in a manner different from the manner in which it relates to other Owners; repeals or amends the rights of membership in the Association, or the rights of DECLARANT as Member of the Association; repeals or amends the manner of assessment applicable to DECLARANT or any land owned by DECLARANT; or repeals or amends any other provision hereof in a manner which would be alter DECLARANT rights or status hereunder.

Section 6. Severability. Invalidity of any provision of this Declaration by judgment or court order shall in no way affect the other provision hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only for a period of ninety (90)

years from the date hereof. The purpose of this section is to prevent a violation of the rule against perpetuities and shall be construed accordingly.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. (a) Property conveyance/mandatory acceptance by the Association.

At any time during or following the conclusion of the Development Period, the DECLARANT, may convey the Association ownership of any or all portions of the lots, Common Areas; Detention Ponds/Wetlands Areas; Easements; Lift Stations, Rights of Way, and ponds and waterways; and any or all remaining acreage, all as shown and described on the aforesaid plat. Any such conveyances shall be made at the exclusive option and discretion of the DECLARANT. The Association shall be required to accept any such conveyances, shall assume immediate ownership of any such properties conveyed, and shall be responsible for the management, maintenance, upkeep, and costs of ownership of any properties conveyed.

(b) In addition to the foregoing subparagraph (a), upon recordation of these Covenants, and regardless of any future conveyances to the Association as described above, the Association shall immediately assume all responsibility for storm water management, and for the maintenance, upkeep and costs of all storm water drainage and detention facilities within TIMBERLAKE, PHASE 2A.

Section 2. Management Agreements, Any agreement for professional management of the affairs of the Association, or any agreement providing for services to the Association by DECLARANT, may not exceed one year, and must provide for termination by either party without cause, and without payment of a termination fee, upon thirty days written notice to the other party.

Section 3. Insurance. The Association may maintain hazard insurance for property owned or maintained by the Association, public liability insurance covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and liability insurance for its directors and officers. All insurance maintained by the Association shall be in such amounts and upon such terms and conditions deemed appropriate by the Board. All insurance proceeds payable to the Association shall be used or disbursed in a manner deemed appropriate by the Board.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney fees, reasonable incurred by or imposed upon any officer or directors in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the current Board) to which the officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistakes of judgment, negligent otherwise, but shall be liable only for their own individual willful malfeasance, misconduct or bad faith. The officers and directors shall have no personal

liability (solely because they are officers or directors) with respect to any contract or other commitments made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

Section 5. Notices. Any notice required or permitted herein shall be in writing and may be sent to an Owner at his address as shown on the records of the Association, or to any other person at his current address, or his last known address, if his current address is not known. Notices may be sent by United States first class mail, postage prepaid. Such mailing shall be deemed adequate notice, and shall be effective when mailed. Other reliable methods of delivery are permitted. Proof of receipt of notice is not required. It is the duty of each Owner to furnish the Association with the Owner address to which notices from the Association may be sent. In an emergency, any type or method of notice may be used which is reasonable under the circumstances.

Section 6. Interpretation and Construction. The provisions of this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of TIMBERLAKE, PHASE 2A. The provisions hereof shall be liberally interpreted, and, if necessary, they shall be so extended or enlarged by implication to make them fully effective. This Declaration shall be construed pursuant to the laws of Georgia.

Section 7. Document Conflicts. In the event of a conflict between this Declaration or any Supplemental Declaration and the Articles, the Bylaws, the Board Rules or the ACC Standards, this Declaration or the Supplemental Declaration shall prevail. In the event of a conflict between the Board Rules and the ACC Standards during the Development Period, the ACC Standards shall prevail; thereafter, the Board Rules shall prevail.

Section 8. Number and Gender. Unless a contrary construction is required by the context, for all purposes under this Declaration, the singular number shall include the plural, and the masculine gender shall include all genders.

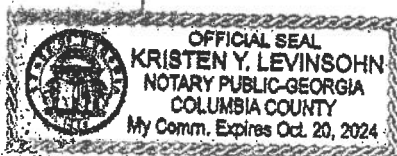
IN WITNESS WHEREOF, DECLARANT has caused the Declaration to be executed and sealed this 28th day of December, 2021.

KEYSTONE HOMES, INC.

By: [Signature] (Seal)
 MARK GILLIAM
 Its: President

SIGNED, SEALED AND DELIVERED
 in the presence of:

[Signature]
 Witness
[Signature]
 Notary Public



PLEASE RETURN TO:
Donald H. White, P.C.
Attorney at Law
924 Stevens Creek Rd., Ste. 101
Augusta, Georgia 30907
File # _____

BK:2755 PG:943-954

D2022000197

FILED IN OFFICE
CLERK OF COURT
01/07/2022 10:16 AM
JASON E. BRAGG, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA

**BYLAWS
OF
TIMBERLAKE, PHASE 2A ASSOCIATION, INC.**

Jason E. Bragg

ARTICLE I

NAME, LOCATION, MEMBERSHIP, APPLICABILITY

1.1 Name. The name of this Association shall be TIMBERLAKE, PHASE 2A ASSOCIATION, INC. (hereinafter to as the "Association"), a Georgia nonprofit corporation.

1.2 Membership. The membership of the Association shall be limited to Owners of Lots in that development of single-family residences known as "TIMBERLAKE, PHASE 2A" (hereinafter referred to as the "Development"), located in Effingham County, Georgia, and shall include Owners of Lots in any additions to or expansions of the Development.

1.3 Registered Office and Agent. The Association shall maintain a registered office and shall have a registered agent whose business office is identical with such registered office. The Association may have offices at such place or places within reasonable proximity to the Development as the Board of Directors may from time to time designate.

1.4 Applicability. These Bylaws are applicable to the Lots in the Development and are established pursuant to the Georgia Corporation Code and are binding on all present or future Owners, tenants, occupants, or other persons occupying or using the facilities of the Development in any manner. The mere acquisition, rental, use, or other act of occupancy of any Lot will signify that these Bylaws are accepted and ratified. These Bylaws are subject to the provisions of the Georgia Corporation Code and that certain Declaration of Covenants, Conditions, and Restrictions for TIMBERLAKE, PHASE 2A) hereinafter referred to as the "Declaration"). For purposes of these Bylaws, words such as, for example, "Common Areas", "Lot", "Mortgage", "Mortgagee", and "Owner", shall have the same meaning as set forth in the Declaration, unless the context shall otherwise require or prohibit.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot in the Development (including any Lots in any additions to or expansions of the Development) shall be a member of the Association, excluding persons who hold such an interest under a Security Deed. The voting weight appurtenant to each Lot is equal and each Lot shall have one vote. The rights and privileges of membership in the Association, including the right to vote and hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast nor more than one office held for each Lot. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership or vote per Lot. In the event of multiple Owners of a Lot, the vote appertaining thereto shall be exercised as

those Owners of such Lot themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event that more than one person seeks to exercise it. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association.

22 Voting Rights. The Association shall have one class of voting membership which shall consist of all Owners. Such Owners shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 2.1 of these Bylaws; provided, however that no vote shall be deemed to appertain to any Lot during the period that the Association is the Owner thereof. The vote attributable to a Lot shall be exercised as a whole, and when more than one person or a person other than a natural person owns such interest in any Lot, the vote therefor shall be exercised in accordance with the provision of Section 2.1 of these Bylaws.

23 Suspension of Voting Rights. During any period in which the Owner of a Lot shall be in default in the payment of any annual or special assessment or other charge levied by the Association, the voting rights of such Lot may be suspended by the Board of Directors, after notice and a hearing as provided in the Declaration, until such assessment or charge has been paid. Such rights may also be suspended, after notice and a hearing as provided in the Declaration, for a violation of any provisions of the Declaration, these Bylaws or any of the published rules and regulations of the Association.

ARTICLE III

MEETINGS, QUORUM, VOTING, PROXIES

3.1 Place of Meeting. Membership meetings of the Association shall be held at a suitable place convenient to the members as may be designated by the Board of Directors.

3.2 Annual Meeting. The regular Annual Meeting of the members shall be held during the month of November or December each year with the date, hour, and place to be set by the Board.

3.3 Special Meetings. the Secretary of the Association shall be required to call a special meeting of the members (a) when directed by the President of the Association (b) upon the resolution of a majority of the Board of Directors, or (c) upon the presentation to the Secretary of the Association of a petition signed by Owners entitled to cast at least one-fourth (1/4) of the votes of the Association. The call of a special meeting shall be by notice from the Secretary of the Association given at least ten (10) days and not more than thirty (30) days in advance of the meeting, and such notice shall state the date, the time, the place, and the purpose of such special meeting. Unless by consent of at least seventy-five percent (75%) of the votes of the Owners present in person or by proxy, only the business stated in the notice may be transacted at such a special meeting.

3.4 Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special membership meeting, stating the purpose thereof, as well as the date, time, and place where it is to be held. Such notice shall be delivered personally or sent by U. S. Postal Service, postage prepaid, to all Owners of record at such address or addresses as any of them may have designated, or if no address has been so designated, at the address of their respective Lots. Except as may be otherwise required by law, notice shall be given to each Owner at least ten (10) days and not more than thirty (30) days in advance of any meeting. The mailing of a notice in the manner provided

in this Section shall be considered to be the giving of such notice. Any Owner (or any Mortgagee of any Owner entitled to notice) may waive the notice of a meeting by doing so in writing before or after such meeting. Attendance at a meeting, either in person or by proxy, shall of itself constitute a waiver of notice and waiver of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member or other person entitled to notice attends such meeting solely for the purpose of stating, at the beginning of such meeting, any such objection or objections relating to such meeting. A recitation in the minutes of any membership meeting that notice of such meeting was properly given shall be prima facie evidence that such notice was so given.

3.5 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Association and the Secretary shall keep the minutes of all such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

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

- a. Roll call and certification of proxies.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers, if any.
- e. Reports of committees, if any.
- f. Election or appointment of inspectors of elections.
- g. Election of directors.
- h. Unfinished business.
- i. New business.

3.7 Quorum. Except as otherwise provided in the Declaration or in these Bylaws, the presence in person or by proxy at the beginning of any meeting of the Owners entitled to cast one-third (1/3) of the votes of the Association shall constitute a quorum for a meeting of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

3.8 Adjourned Meetings. Any meeting of the Association which cannot be organized because a quorum has not attended may be adjourned from time to time by the vote of a majority of the Owners present in person or represented by proxy. When any membership meeting, either annual or special, is adjourned, notice of the time, place, and location of the adjourned meeting shall be given as in the case of the original meeting.

3.9 Proxy. The vote appertaining to any Lot may, and shall in the case of any Owner not a natural person or persons, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner and delivered to the Secretary of the Association. No such proxy shall be revocable except by written notice delivered to the Secretary of the Association by the Owner. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. The transfer of title to any Lot shall void any outstanding proxy pertaining to the voting rights appurtenant to that Lot.

3.10 Action Taken by Association. Except as otherwise provided by the Declaration or these Bylaws, any action taken at any meeting of members shall be effective and valid if taken or authorized

by not less than a majority of all of the votes to which all of the members present in person or by proxy at a duly constituted meeting shall be entitled. For purposes of these Bylaws, "majority" shall mean more than fifty percent (50%); provided, however, the foregoing provisions of this Bylaw to the contrary notwithstanding, any action which by law or pursuant to the provisions of the Declaration or these Bylaws requires the assent of a specified number or percentage of the votes of the Owners greater than that herein specified, shall not be considered the act of the Owners unless such requisite number or percentage so prescribed by law or by the Declaration or these Bylaws is obtained.

3.11 Voting. Except as otherwise provided in the Declaration or these Bylaws, voting on all matters shall be by voice vote or by a show of hands unless any Owner, prior to the voting on any matter, demands vote by ballot, in which case each ballot shall state the name of the Owner voting, the Lot or Lots owned by such Owner, and the number of votes voted by such Owner, and if such ballot shall be cast by proxy, it shall also state the name of such proxy.

3.12 Action by Association Without Meeting. In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) **Ballot.** A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the corporation in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

(b) **Written Consent.** Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

ARTICLE IV

BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS

4.0 Number. The Board of Directors shall consist of no less than five (5) members. Directors must be Owners at all times during their service as Directors; provided, however, the term "Owner", for purposes of this Section and Section 5.01 hereof, shall be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any entity or person which is, either alone or in conjunction with any other person or persons, an Owner. Any individual who would not be eligible to serve as a member of the Board of Directors were he not a shareholder, director, officer, partner in, or trustee of such an entity or person, shall be deemed to have disqualified himself from continuing as a Director if he ceases to have any such affiliation with that entity or person.

4.01 Number During Development Period. Notwithstanding the foregoing, Declarant (as defined in the Covenants, Conditions and Restrictions of TIMBERLAKE, PHASE 2A), shall have the sole right to elect and remove members of the Board during the Development Period (as defined in the Covenants, Conditions and Restrictions of TIMBERLAKE, PHASE 2A), unless Declarant sooner waives this right. As such, during the Development Period, the Board shall consist of One (1) member, as appointed by the Declarant. Thereafter, the Board shall be elected and removed by the Members in accordance with the Bylaws.

41 Powers and Duties. The Board of Directors shall have the powers and duties necessary to administer the affairs of the Association, including, but not necessarily limited to, those powers and duties specifically assigned to the Board of Directors in the Declaration, the Articles of Incorporation, and these Bylaws. Consistent therewith, the Board of Directors shall have the power to adopt rules and regulations which it deems necessary for the administration of the affairs of the Association and to impose sanctions for violations of the Declaration, the Bylaws, and the published rules and regulations of the Association, subject to the provisions of the Declaration regarding the right to notice and a hearing.

42 Other Duties. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law and the Declaration, together with such other duties and responsibilities as it may deem necessary or appropriate in the exercise of its powers. In additions to other duties which the Board of Directors may have, it shall be responsible for the following matters:

- (a) Maintenance, repair, renovation, restoration, replacement, care, and upkeep of the Common Areas and other portions of the Development maintained by the Association;
- (b) Collection of assessments levied by the Association;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of

the Common Areas and other portions of the Development which are the responsibility of the Association; and

(d) Subject to the provisions of the Declaration, the promulgation of rules and regulations governing the use and enjoyment of the Common Areas.

43 Management. Subject to the provisions of the Declaration, the Board of Directors may employ for the Association a management agent under such terms, compensations, and duties as the Board may, in its sole discretion, authorize.

44 Election of Directors and Term of Office. The Directors serving on the effective date of these Bylaws shall remain in office until the terms for which they were elected expire. Except in the case of death, resignation, disqualification, or removal, each Director elected by the members shall serve until the annual meeting at which his term expires and until his successor has been duly chosen and qualified.

45 Procedure for Election. At the annual meeting, the members shall elect, in accordance with the procedures hereinafter set forth in this Section, Directors to succeed to the office of all Directors whose terms have expired at the time of such meeting. Such Directors so elected shall each serve for a term of three (3) years. Persons may be nominated for election to the Board of Directors by

a nominating committee appointed by the incumbent Board of Directors prior to the annual meeting and by nominations made from the floor at the meeting for such election. Election to the Board of Directors shall be by secret written ballot, unless dispensed by unanimous consent, and at such election members or their proxies may cast, with respect to each vacancy, the votes of their respective Lots as provided in the declaration. Cumulative voting shall not apply.

46 Removal or Resignation. Any one or more of the Directors may be removed with or without cause by a majority vote of the total authorized vote of the Owners in the Development which is taken at any regular or special meeting of the Association, and a successor shall be elected by the Owners at such meeting in order to fill the unexpired portion of such Director's term. Any Director whose removal has been proposed by any Owner or Owners shall be given an opportunity to be heard at such meeting. Any Director may resign at any time by giving written notice to the members of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The sale of a Lot by a Director or any other termination of his interest in a Lot shall automatically terminate his directorship. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve until a successor is elected and qualified at the next annual meeting of the Owners.

47 Fees and Compensation. No fee or compensation shall be paid by the Association to Directors for their services as Directors unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the total vote of the Owners.

48 Organizational Meeting. The first and organizational meeting of each

Board of Directors may be held without notice, other than this bylaw, immediately after, and at the same place as, the meeting of the Owners at which such Board of Directors or certain members of the Board of Directors have been elected. In any event to be held as soon as practicable.

4.9 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings, in addition to the organizational meeting, and such regular meetings shall be held without notice other than such resolution.

4.10 Special Meetings. Special meetings of the Board of Directors may be called by the President on at least three (3) days notice to each Director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors may also be called by the Secretary of the Association in like manner and on like notice on the written request of at least a majority of the Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed to be a waiver of notice of such meeting and waiver of any and all objections to the place or time of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any such objection or objections.

4.12 Entry of Notice. Whenever any director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be prima facie evidence that due notice of such special meeting was given such Director, as required by law and the Bylaws of the association.

4.13 Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the Directors then in office shall constitute a quorum for the transaction of business.

4.14 Conduct of Meetings. The President, or the Vice President in the absence of the President, shall preside over all meetings of the Board of Directors and the Secretary shall keep the minutes of such meetings and shall record in a minute book all resolutions adopted at such meetings, as well as all transactions and proceedings occurring at such meetings.

4.15 Action Taken by Directors. Except as otherwise provided in the Declaration and these Bylaws or by law, every act or decision by a majority of the Directors present in person or by proxy at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board. In the event of any tie vote, the President or the Vice President in the absence of the President, shall cast a separate vote to break the tie.

4.16 Action Without Formal Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent in writing to such action. The written consents must describe the action taken and be signed by no fewer than a Majority of the directors. The written consents shall be filed with the minutes of the Board.

4.17 Special Committees. The Board of Directors shall have the power and authority to create special committees, including but not necessarily limited to, an Architectural Standards Committee, a Recreation Committee, a Maintenance Committee, and an Insurance Committee, and a Budget Committee. Any such committee shall advise the Board of Directors on matters pertaining to the purpose for which any such special committee shall have been created and shall have and exercise such powers as may be provided by resolution of the Board of Directors. Each such committee shall be comprised of one or more Board of Directors and shall act by a majority of its members unless otherwise ordered by the Board of Directors. The members, including the chairman, of any such special committee shall be appointed by and shall serve at the pleasure of the Board of Directors. A majority of the members of any such committee shall constitute a quorum.

4.18 Executive Committee. In furtherance and not in limitation of the powers conferred by law, the Board of Directors may establish an Executive Committee consisting of three (3) Directors. The Executive Committee shall be constituted and appointed by the Board of Directors from their number and shall meet when deemed necessary. The Executive Committee shall have authority to exercise all the powers of the Board of Directors at any time and when the Board of Directors is not in session, so long as such powers are lawfully delegated and are not inconsistent with these Bylaws and the Declaration. The Executive Committee shall elect a chairman, and a majority of the members of the Executive Committee shall constitute a quorum. The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Executive Committee, and notice of meetings of the Executive Committee shall be the same as required for a special meeting of the Board of Directors as outlined above in this Article. The Board of Directors may designate one or more Directors as alternate members of the Executive Committee, and such alternate member may act in the place and stead of any absent member or members at any meeting of the Executive Committee. The designation of an Executive Committee shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE V

OFFICERS

5.1 Enumeration of Officers. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create. Any two or more offices may be held by the same person, excepting the offices of President and Vice President and President and Secretary. Each officer must be an "Owner" as defined in Section 4.01 of the Bylaws.

5.2 Election. The Board of Directors shall elect the officers of the Association at each organizational meeting thereof. The Board of Directors at any time and from time to time may appoint such other officers as it shall deem necessary, including one or more Assistant Secretaries or Assistant Treasurers, who shall hold their offices for such terms as shall be determined by the Board of Directors and shall exercise such powers and perform such duties as are specified by these Bylaws or as shall be determined from time to time by the Board of Directors.

5.3 Compensation. No fee or compensation shall be paid by the Association to any officer for his services as an officer unless such fee or compensation is first fixed by a resolution adopted by a majority vote of total vote of the Owners.

5.4 Term. Each officer of this Association shall be elected at the time of each organizational meeting of the Board of Directors, and each shall hold office until the next organizational meeting of the Board and until his successor is duly elected and qualified, or until his earlier resignation, death, removal, or other disqualification. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. The sales of his Lot by an officer or a termination of his interest in a Lot shall automatically terminate his term as an officer.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.6 President. The President shall be a Director and the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general manage, supervise, and control all of the business and affairs of the Association and perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall, when present, preside at all membership meetings. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any contracts, deeds, notes, mortgages, bonds, policies of insurance, checks, or other instruments which the Board of Directors has authorized to be executed, except in cases where signing or execution thereof shall be expressly delegated by the Declaration or these bylaws or by the Board of Directors to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed.

5.7 Vice Presidents. In the absence of the President, or in the event of his death or inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, in the order of election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may perform such duties as are set forth in these bylaws or as shall from time to time be assigned to him by the Board of Directors.

5.8 Secretary. The Secretary shall: (a) attend and keep the minutes of meetings of the members, of the Board of Directors and of any committees having any of the authority of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the Declaration or the provisions of these bylaws or as required by law; (c) be custodian of the Association records; and, (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board of Directors.

5.9 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be from time to time selected by the Board of Directors; (b) authorize vouchers and sign checks for monies due and payable by the Association; (c) promptly render to the President and to the Board of Directors an account of the financial condition of the Association whenever requested; and (d) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

5.10 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and

Treasurers, in general, shall perform such duties as shall be assigned by the Secretary or Treasurer, respectively, or by the Board of Directors.

ARTICLE VI

FISCAL MATTERS AND BOOKS AND RECORDS

6.1 Fidelity Bonds. The Board of Directors may require that any contractor or employee of the Association handling or responsible for Association funds shall furnish an adequate fidelity bond. The premium for any such bond shall be paid by the Association as a common expense.

6.2 Books and Records. To the extent provided in the Official Code of Georgia, as amended, all Association members and any institutional holder of a first Security deed shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective and an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting.

6.3 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of these Bylaws, to enter into any contract or execute and deliver any instrument in the name of, or on behalf of, the Association, and such authority may be general or confined to specific instances.

6.4 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or Vice President of the Association.

6.5 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may elect.

6.6 Gifts. The Board of Directors may accept, on behalf of the Association, any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the Association.

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

ARTICLE VII

MISCELLANEOUS

71 Parliamentary Rules. Unless waived by a majority vote of the Owners in attendance in person or by proxy at any duly called membership meeting, or unless waived by a majority of the Directors present at any duly called meeting of the Board of Directors, Robert's Rules of Order (latest edition) shall govern the conduct of the proceedings of such meeting when not in conflict with Georgia law, the Declaration, or these Bylaws.

72 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law or the Declaration and these Bylaws, the provisions of Georgia law and the Declaration, in that order, shall prevail.

73 Definitions. Unless the context shall otherwise require, words or phrases used herein which are defined in the Declaration shall have the same meaning as therein set forth.

74 Amendment. the Articles of Incorporation and these Bylaws may be amended, at a regular or special meeting of the members duly called and held for such purpose, pursuant to a resolution of the Board of Directors adopting a proposed amendment. Such resolution must be approved by the Owners to which at least two-thirds (2/3) of the votes which the Owners present at such meeting in person or by proxy are entitled to cast. Notwithstanding the foregoing, any amendment to these Bylaws which would alter, modify, or rescind any right or privilege herein expressly granted to the holder of any Security deed affecting any Lot shall require the prior written approval of such holder.

75 Agreements. Subject to the provisions of the Declaration and the Bylaws, all agreements and determinations lawfully authorized by the Board of Directors of the Association shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, or others having an interest in the Development, and in performing its responsibilities hereunder, the Association, through the Board of Directors, shall have the authority to delegate to such persons of its choice such duties of the Association as may be determined by the Board of Directors.

76 Severability. Invalidation of any covenant, condition, restriction, provision, sentence, clause, phrase, or word of these Bylaws, or the application thereof in any circumstances, shall not affect the validity of the remaining portions thereof and of the application thereof, and such remaining portions shall remain in full force and effect.

77 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

78 Headings and Captions. The article and section headings and captions herein are for convenience and reference only and in no way define or limit the scope and content of these Bylaws or

in any way affect the provisions hereof.

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed and sealed this
29th day of December, 2021.

TIMBERLAKE, PHASE 2A ASSOCIATION, INC.

By:

AS ITS:

[Signature]
President

(Seal)

SIGNED, SEALED AND DELIVERED
in the presence of:

[Signature]
Witness
[Signature]
Notary Public

