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STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAFFORDSHIRE ESTATES

THIS MASTER DECLARATION of Covenants, Conditions and Restrictions for Staffordshire Estates (hereinafter the "Declaration"), is made and entered into this 6 day of October, 2006, by Slyland Development, LLC, a Georgia limited liability company (hereinafter called "Developer" or "Declarant").

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" of this Declaration; and

WHEREAS, said real property is generally known as Staffordshire Estates, and Developer desires to create thereon a planned community with recreational and other community facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in said community and for the maintenance of the property and the improvements thereon, and to this end desires to subject the property described on Exhibit "A", together with such additions as may hereafter be made thereto as provided in Article II, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, for the efficient preservation of the values and amenities in said community, the Developer has incorporated under the laws of the State of Georgia Staffordshire

Staffordshire Const. 06-2099-5

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Estates Owners Association, Inc. as a non-profit corporation and hereby delegates and assigns to it the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the terms and provisions contained herein, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents of Staffordshire Estates.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter made, the Developer declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, developed, transferred, sold, conveyed, occupied and used subject to this Declaration and the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this document, as may from time to time be amended.

Section 2. "Association" shall mean and refer Staffordshire Estates Owners Association, Inc., its successors and assigns.

Section 3. "Developer" shall mean and refer to Slyland Development, LLC, a Georgia limited liability company, and its successors and assigns, together with any successor to all or substantially all of the business of developing the Property. All rights of the Developer, as Developer, hereinafter set forth shall cease when it no longer has an interest in developing the property.

Section 4. "Builder" shall mean a person or entity to which Developer has sold an unimproved lot or lots for the purpose of constructing a single-family residential dwelling thereon.

Section 5. The "Property" shall mean and refer to the real property described on Exhibit "A" which has hereby become subject to this Declaration, together with such other real property as may from time to time be annexed to said property under the provisions of Article II hereof.

Section 6. "Common Area" shall mean and refer to those areas of land, together with improvements thereon, now or hereafter conveyed or dedicated to the Association, or as shown

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on any recorded subdivision map of the Property and improvements thereto which are intended to be dedicated to the common use and enjoyment of the Association. Without limiting the generality of the foregoing, the following shall be Common Area: lagoons, open spaces and green spaces, buffers, easements, private drives or roads, stormwater detention ponds and development identification signs, together with improvements erected or maintained upon any of the foregoing. The following shall not be considered Common Area unless and until the Developer agrees, in its sole discretion, to designate same as Common Area: 1) Staffordshire Equestrian Center, being real property shown as 3.96 acres on the recorded subdivision map of the Property; 2) parcels reserved for future development or future right-of-way.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the Common Areas as heretofore defined. The term shall also include a condominium, townhouse, patio home, or other owned living unit within the Property.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but excluding those having such interest as security for the performance of an obligation.

Section 9. "Member" shall mean and refer to Members of the Association and shall include any Owner and the Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, developed, transferred, sold, conveyed, used and occupied subject to this Declaration is located in Chatham County, Georgia, and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

Section 2. Additions to Existing Property. The Developer shall have the right to subject to this Declaration any or all of the additional Property described on Exhibit "B" attached hereto and by reference made a part hereof, provided that not more than seven (7) years have elapsed since the filing of this Declaration and not more than five (5) years have elapsed since the last supplementary declaration which subjects any additional Property to this Declaration. Notwithstanding any other provisions contained herein, the Declarant reserves the right to submit

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undescribed adjacent additional land so long as it does not increase the total size of the planned community by up to seventy percent (70%) both in land size and in number of additional lots.

ARTICLE III

COMMON AREA

Section 1. Obligation of the Association. The Association, subject to the provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by the Architectural Review Board.

Section 2. Easement of Enjoyment and Easement of Ingress and Egress. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area. Each Owner has a non-exclusive easement for ingress and egress over the Common Area to the extent necessary to provide access to the Lot and for utilities serving that Lot. This right of access for ingress and egress cannot be suspended for violations of the terms and provisions of the Declaration or for non-payment of assessments.

Section 3. Extent of Easements. The easements of enjoyment and easements of ingress and egress created herein shall be subject to the following:

(a) The right of the Association to establish reasonable rules and regulations governing the use of the Common Areas and the personal conduct of Owners, occupants and guests thereon and to charge reasonable admission or other fees for special or extraordinary uses of the Common Areas;

(b) The right of the Association to suspend the right of a Member to vote on any Association matter for any period during which any assessment against said Member remains unpaid for more than thirty (30) days after notice;

(c) The right of the Association to suspend the right of a Member to use any recreational facilities for any period during which any assessment against said Member remains unpaid for more than thirty (30) days after notice;

(d) The right of the Association to suspend the right of a member or anyone in his

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household to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of this Declaration;

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(e) The right of the Association to encumber any or all of the Common Area as may be authorized herein, or in the Articles of Incorporation, or as granted to non-profit corporations under Georgia law (A lender's rights, in the event of default upon any encumbrance on the Common Areas, are limited to, after taking possession of such Common Areas, charging reasonable admission and other fees as a condition of continued enjoyment by Members, and, if necessary, to a wider range of users. Upon satisfaction of the encumbrance, such Common Areas are returned to the Association with full restoration of Members' rights.);

(f) The right of the Association to dedicate or transfer all or any part of the Common Area owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, this Declaration, or by Georgia law;

(g) The right of the Association, acting through the Board of Directors, without Member, mortgagee and agency approvals unless provided otherwise herein, to grant easements across the Common Areas for any purpose not inconsistent with the use of those areas by Members;

(h) The following rights are reserved by the Declarant:

(i) The right to use portions of the Common Areas for sales and marketing purposes;

(ii) The right to reserve easements across the Common Areas for development purposes;

(iii) The right to grant, terminate, or vacate easements across Common Areas for limited purposes such as installation and maintenance of utilities, storm water management, or provisions of services to units.

Section 4. Delegation of Use. A Member's rights of enjoyment to the Common Area and facilities shall extend to the members of his or her family and to his or her guests, subject to such general regulations as may be established from time to time by the Association.

Section 5. Title to Common Area. Title to the Common Area shall be conveyed by the Developer as follows:

(a) Contemporaneously herewith, the Developer has set aside and dedicated

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Common Area located within the Property. These parcels, together with the improvements located thereon, shall be conveyed to the Association, free and clear of all liens and financial encumbrances.

(b) Other Common Area shall be conveyed by the Developer to the Association, free and clear of all liens and financial encumbrances, as shall be provided in supplementary declarations.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

(a) Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) The Class B Member shall be the Developer and shall be entitled to three (3) votes for each Lot owned (based on the total number of Lots planned). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) One Hundred Twenty (120) days after date at which 90% of the total number of Lots planned are conveyed to Lot owners other than the Declarant; or

(ii) At such time as seven (7) years have elapsed since the filing of this Declaration or five (5) years have elapsed since the filing of the last supplementary declaration which subjects any additional property to this Declaration.

Section 3. The affairs of the Association shall initially be managed by a Board of Directors as follows:

(a) During the Class B membership, the Board of Directors will consist of at least one (1) Director who shall be appointed by Declarant. After the Class B membership, the Board of Directors will consist of five (5) Directors elected by the Members. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may

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cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes will be elected. Cumulative voting is not permitted.

(b) Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

(c) In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges, and

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and to meet the expenses of the Association, which shall adopt an annual operating budget. The Board of Directors is expressly authorized to levy assessments on behalf of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be

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Four Hundred and no/100 ($400.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Ten (10%) Percent above the maximum assessment for the previous year without a vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a majority vote of the Members obligated to pay such assessment or with the written approval of Members entitled to cast a majority of the total number of authorized votes of Members obligated to pay such assessment.

(c) Certain fixed costs, anticipated or unanticipated, or increases therein, for insurance, taxes, recycling or waste disposal may be passed through to the Members by permitting an automatic increase in the maximum assessment which reflects those increases. The Board of Directors is expressly authorized to obtain appropriate insurance coverage on behalf of the Association.

Section 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, reconstruction, repair, or replacement of the capital improvements upon the Common Areas, including fixtures of personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast Sixty Seven (67%) Percent of all the votes of each class of Membership shall constitute a quorum. In the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 6. 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 basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot upon the conveyance of each Lot by the Developer to an Owner who is not a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen Percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties to the extent of any easement or any interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Areas;

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(c) All properties exempt from taxation by State and Local governments upon the terms and to the extent of such legal exemption;

Section 11. Exemption for Assessments for Property Owned by Declarant or Builder. The Declarant and/or Builders may be exempt from annual assessments on unoccupied Lots only during the Class B membership provided and for so long as Declarant or Builder shall fund all Association operating deficits. A Lot initially occupied or conveyed to an Owner other than the Declarant or Builder shall be fully assessed. The obligation to fund budget deficits is a lien against all the land owned by the Declarant or Builder, as appropriate, included within the Property.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of the Developer and one (1) or more persons appointed by the Developer. At such time as the Developer no longer has an interest in developing the Property, vacancies in the Architectural Review Board shall be filled by a majority vote of the remaining members of the Board.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of the improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Review Board shall promulgate standards and guidelines appropriate to the character of each increment, phase, or parcel of the Property. Such standards and guidelines shall be generally distributed among the Members.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Developer or Builder to an Owner or to the Association shall be made or done without the prior written approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, satellite dish or signage shall be commenced, erected, maintained, improved, altered, made, or done without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Board fails to approve, modify, or disapprove in writing an application within sixty (60) days after plans and specifications in writing

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have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. At least a majority of the Members of the Architectural Review Board, either in person or by telephone conference call, shall constitute a quorum. A majority vote of the Members of the Architectural Review Board shall be required for Review Board action.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any Property so as to be detrimental to any other Property in the vicinity thereof or to its occupants. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Child and adult day care, garage sales, and outdoor clothes lines are expressly prohibited under this section. Amateur radio and marine base station antennas are prohibited.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner; provided that this prohibition shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(c) Minimum Square Footages. The minimum square footage of a dwelling (heated) located on any Lot in the Subdivision shall be 2000 square feet with an attached 2 car garage.

(d) Other Restrictions. The Architectural Review Board shall adopt general rules regarding the use of the Property, including but not limited rules to regulate animals, satellite dishes, antennas, signs, parking, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Property. Without limiting the generality of the foregoing, the following restrictions shall apply to the Property:

(i) No roof vents will be installed on the front side (street side) of any residence constructed in Staffordshire Estates, and all roof vents shall be painted a color to match the color of the roof.

(ii) Exterior finishes shall be brick, stucco, or cement plank. Vinyl products allowed hereunder are subject to the approval of the Architectural Review Board. The

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Architectural Review Board shall not be bound to approve such products solely because it had given approval for such products or similar products in previous instances.

(iii) Foundations must be a minimum of 3 blocks high (24 inches) above existing grade.

(iv) Side entry garages are required on all standard size lots. Special exceptions will be made for cul-de-sac lots and other lots in the discretion of the Architectural Review Board. The Architectural Review Board shall not be bound to approve such exceptions solely because it may have approved such exceptions or similar exceptions in past instances. All forward-facing garage doors shall be of a single- door size and of a carriage-house design.

(v) Fencing of yards from property line to property line will be constructed of white three or four-rail vinyl fence. Solid vinyl fencing will be limited to the width of the house and no farther forward than the rear corners of the house.

(vi) Wood fencing will not be allowed.

(vii) All Lots shall only be used for single-family residential purposes.

(e) Exceptions. The Architectural Review Board may alter or issue variances from any covenant or requirement expressed or implied by this Article or set forth in any restrictive covenants promulgated pursuant to this Declaration or any supplementary declaration. The issuance of a variance by the Architectural Review Board will not operate to set any precedent or otherwise preclude or negate the power and authority of the Architectural Review Board as set forth herein.

Section 2. Maintenance. To the extent that exterior maintenance is not provided for in this Declaration and any supplementary declaration, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

In the event an Owner of any Lot shall fail to maintain said Lot and the improvements

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situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a special maintenance assessment upon such Lot.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all provisions, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including rules and regulations promulgated pursuant to the authority set forth herein, the Articles of Incorporation, or the By-Laws of the Association. Owners shall be liable for costs and expenses incurred by the Association as a result of acts or omissions of such Owner or such Owner's tenants, agents, employees, invitees, guests and household members in failing to comply with rules or regulations of the Association or other terms and provisions of this Declaration. Said costs and expenses shall include attorney's fees actually incurred. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, through its Board of Directors, shall also have the authority and power to levy fines in amounts as reasonably determined by the Association for the failure to comply with rules and regulations of the Association or other terms and provisions of this Declaration. Said fines shall be collected in the same manner as assessments and shall likewise constitute a lien upon the Lot of such Owner who has failed to comply or whose tenants, agents, employees, invitees, guests and household members have failed to comply.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. Material amendments or extraordinary actions must be approved by Members entitled to cast at least Sixty Seven (67%) Percent of the votes of Members present, in person or by proxy, and voting at any meeting of the Association held for such purpose. Notwithstanding the foregoing or any other provisions contained herein to the contrary, the Declarant

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reserves the right to make changes, revisions, or amendments necessary to comply with the requirements of HUD, Fannie Mae, Freddie Mac, or the VA. 01529 0502

(a) A material amendment includes adding, deleting or modifying any provision regarding the following:

(i) Assessment basis or assessment liens;

(ii) Any method of imposing or determining any charges to be levied against individual unit owners;

(iii) Reserves for maintenance, repair or replacement of Common Area improvements;

(iv) Maintenance obligations;

(v) Allocation of rights to use Common Areas;

(vi) Any scheme of regulation or enforcement of standards for maintenance, architectural design, or exterior appearance of improvements;

(vii) Reduction of insurance requirements;

(viii) Restoration or repair of Common Area improvements, or for reconstruction following condemnation or casualty loss;

(ix) The addition, annexation or withdrawal of land to or from the project, except as provided in Article II of this Declaration;

(x) Voting rights;

(xi) Restrictions effecting leasing or sale of Lots; or

(xii) Any provision which is for the express benefit of mortgagees.

(b) An extraordinary action includes:

(i) Merging or consolidating the Association (other than another non-profit entity formed for purposes similar to the subject Association);

(ii) Determining not to require professional management if that management has been required by the Association documents, a majority of eligible mortgagees or a majority vote of the Members;

(iii) Expanding the Association to include land not previously described as additional land which increases the overall land area of the project or number of lots by more than Ten (10%) Percent;

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(iv) Abandoning, partitioning, encumbering, mortgaging, conveying or selling or otherwise transferring or relocating the boundaries of Common Areas (except for granting easements which are not inconsistent or which do not interfere with the intended Common Area use, dedicating Common area as required by a public authority, limited boundary line adjustments made in accordance with the provisions of this Declaration, or transferring Common Area pursuant to a merger or consolidation with a non-profit entity formed for purposes similar to the subject Association);

(v) Using insurance proceeds for purposes other than construction or repair of the insured improvements; or

(vi) Making capital expenditures (other than for repair or replacement of existing improvements) during any period of twelve (12) consecutive months costing more than Twenty (20%) Percent of the annual operating budget.

(c) Meetings of the Membership to approve a material amendment or extraordinary action shall require at least twenty-five (25) days advance notice to all members. The notice shall state the purpose of the meeting and contain a summary of any material amendments or extraordinary actions proposed. The notice shall contain a copy of the proxy that can be cast in lieu of attendance at the meeting. If the Association has, or is planned to have, 250 Members or less, the quorum for such a meeting shall be at least Twenty Percent (20%) of the total number of votes. If the Association has, or is planned to have, more than 250 Members but less than 1,000 Members, the quorum shall be at least Ten Percent (10%). If the Association has, or is planned to have, more than 1,000 Members, the quorum is at least Five Percent (5%).

(d) Any material amendment which changes the rights of any specific class of Members must also be approved by Members entitled to cast at least Fifty One (51%) Percent of the votes of all members of such class present, in person or by proxy, and voting at any meeting of the Association held in accordance with the provisions hereof, or at least Fifty One (51%) Percent of the total authorized votes of all members of such class.

(e) During the Declarant control period, all material amendments and extraordinary actions must have the approval of the VA, if the VA has guaranteed any loans secured by Lots in the project. Approval shall be deemed given should the VA not respond within thirty (30)

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days of receipt of notice of material amendments and extraordinary actions. BOOK PAGE

Section 4. The following material amendments and extraordinary actions must be approved by Members entitled to cast at least 67% of the total authorized votes of all Members of the Association, including at least a majority of the total authorized votes entitled to be cast by Members other than the Declarant: 01529 0561

(a) Termination of the Declaration or other termination of the planned unit development;

(b) Dissolution of the Association except pursuant to a consolidation or merger; and

(c) Conveyance of all common areas.

Section 5. All other amendments (other than material amendments or extraordinary actions) must be approved by at least a majority of the votes entitled to be cast by all Members present, in person or by proxy, and voting at any meeting of the Association at which a quorum is present, or in writing by Members entitled to cast at least a majority of the total authorized votes of all Members of the Association.

Section 6. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members, and as provided in Article II of this Declaration.

Section 7. Rights of Eligible Mortgagees. "Eligible mortgagees" are defined as those mortgagees who have provided notice to the Board of Directors of their interest and requested all rights afforded "eligible mortgagees". The following rights are granted to eligible mortgagees:

(a) Right to inspect Association documents and records on the same terms as Members;

(b) Notice of all material amendments to the Association documents;

(c) Notice of any extraordinary actions of the Association;

(d) Notice of any default by an Owner of any Lot subject to a mortgage held by the eligible mortgagee in paying assessments or charges to the Association which remains uncured for sixty (60) consecutive days.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto

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caused this instrument to be executed as of the day and year first above written as the date hereof.

DEVELOPER: 01529 0505

Slyland Development, LLC.

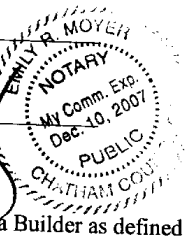
By: _____
Title: Member

Attest: _____
Title: _____

Executed in the presence of:

_____
Witness

_____
Notary Public



***Emerick Construction, Inc., a Builder as defined herein, hereby acknowledges and consents to subject all Lots that it owns to the terms and provisions contained herein, as evidenced by the execution hereof by its duly authorized officer this ___ day of _____, 2006.

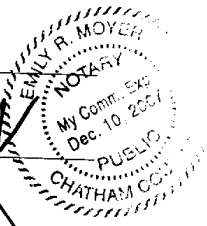
By: _____
Title: Member

Attest: _____
Title: _____

Executed in the presence of:

_____
Witness

_____
Notary Public



***Floyd Zettler Construction, Inc., a Builder as defined herein, hereby acknowledges and consents to subject all Lots that it owns to the terms and provisions contained herein, as evidenced by the execution hereof by its duly authorized officer this ___ day of _____, 2006.

By: _____
Title: CEO/SEC

Attest: _____
Title: _____

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EXHIBIT "A"

BOOK PAGE

01529 0506

All that certain tract or parcel of land situate, lying and being in Effingham County, Georgia, and being known as Staffordshire Subdivision, Phase 1, 9th G.M. District, Effingham County, Georgia, as particularly shown upon that certain map or plat of Staffordshire Subdivision, Phase 1, dated June 8, 2006, and prepared by James M. Sims, Georgia Registered Land Surveyor #2280. Said map or plat is recorded in Plat Cabinet _____, Slide _____, in the Office of the Clerk of the Superior Court of Effingham County, Georgia, and is incorporated herein by reference for a more particular description of the metes and bounds and dimensions of the property herein described.

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EXHIBIT "B"

BOOK PAGE

1529 0507

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA, AND BEING PARTICULARLY SHOWN AND DESCRIBED AS "TRACT 1" ON THAT CERTAIN MAP OR PLAT ENTITLED "MINOR SUBDIVISION/RECOMBINATION PLAT OF 169.813 ACRES, BEING PORTIONS OF THE LANDS OF J. STAFFORD ENTERPRISES, LP", DATED MARCH 24, 2005 AND PREPARED BY THOMAS & HUTTON ENGINEERING CO. FOR SLYLAND DEVELOPMENT CO., LLC. SAID MAP OR PLAT IS RECORDED IN THE RECORDS OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA IN PLAT CABINET C79, SLIDE A-1, AND SAID MAP OR PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A PARTICULAR DESCRIPTION OF THE METES, BOUNDS AND DIMENSIONS OF THE PROPERTY HEREIN DESCRIBED.

THE ABOVE-DESCRIBED PROPERTY IS IRREGULAR IN SHAPE AND CONTAINS 147.170 ACRES, HAS A FRONTAGE OF 513.52 FEET ON BLUE JAY ROAD AND IS BOUNDED AS FOLLOWS: ON THE NORTH BY LANDS NOW OR FORMERLY OF KESSLER J. NEWELL; ON THE EAST BY LANDS NOW OR FORMERLY OF HERMAN C. WOODS, OLIN D. KING AND MARK A. KING; ON THE WEST BY LANDS NOW OR FORMERLY OF BOBBY L. ZIPPERER AND LOIS C. NEASE; AND ON THE SOUTH BY BLUE JAY ROAD.

SUBJECT, HOWEVER, TO ALL RECORDED COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY.

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