



WEST POINT

**PROPERTY OWNERS ASSOCIATION
PROTECTIVE DOCUMENT**

Declaration of Restriction, Covenants, Limitations and Easements

West Point SSI Property Owners Association, Inc.

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Property Owner's Protection Document

The owner of West Point wishes to establish a community of beautiful homes situated on home sites shaded by ancient oaks and towering pines, with manicured green spaces, tranquil lakes and ponds, curbed paved streets, and sidewalks all within a secure, private gated environment on beautiful and historic St. Simons Island on the Georgia Coast.

In order to assist the enjoyment of such a community for and by the residents and to protect the value of their investment, it is desirable to create and maintain high standards for use of the property, for design and construction of homes on the property, and for care and maintenance of the common areas and facilities. To this purpose, the owner of West Point is setting forth these declarations that will control the use of the community.

DECLARATION OF RESTRICTIONS, COVENANTS, LIMITATIONS AND EASEMENTS

1. Definitions.

As used in this Declaration the term:

- (a) *"Board of Directors"* or *"Board"* means an executive and administrative body, by whatever name designated in the Articles of Incorporation or Bylaws of West Point SSI Property Owners Association, Inc.
- (b) *"Common area"* means all real and personal property submitted to the Declaration, which is owned or leased by the association for the common use and enjoyment of the members.
- (c) *"Common expenses"* means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation - and maintenance of reserves to the provisions of the instrument.
- (d) *"Court"* means the Superior Court of Glynn County, Georgia.
- (e) *"Declarant"* means West Point Plantation LLC and all owners and lessees of the property who execute the Declaration or on whose behalf the Declaration is executed; provided



however, that the phrase “owners and lessees,” as used in this article, shall not include in his or her capacity as such any mortgage, any lien holder, or any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a lot. From the time of the recordation of any amendment to the declaration expanding an expandable property owner's development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of “*Declarant*”. Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owner's developments as his or her predecessor did shall also come within such definition.

- (f) “*Declaration*” means the recordable instrument creating covenants upon property which covenants are administered by a property owners association in which membership is mandatory for all owners of lots in the property owner's development.
- (g) “*Foreclosure*” means, without limitation, the judicial or non-judicial foreclosure of a mortgage and the exercise of a power of sale contained in any mortgage.
- (h) “*Limited Common Area*” means the portion of the common area reserved for the exclusive use of those entitled to occupy one or more, but less than all, of the lots.
- (i) “*Lot*” means any plot or parcel of land, other than a common area, designated for separate ownership and occupancy shown on a recorded subdivision plat for development. Where the context indicates or requires, the term lot includes any structure on the lot.
- (j) “*Lot owner*” means one or more persons who are record title owners of a lot.
- (k) “*Mortgage*” means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property.
- (l) “*Mortgagee*” means the holder of a mortgage.
- (m) “*Officer*” means an officer in the association.
- (n) “*Person*” means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.
- (o) “*Property*” means any real property and any interest in real property including, without limitation, parcels of air space.



- (p) *“Property owner’s association”* or *“association”* means West Point SSI Property Owners Association, Inc.
- (q) *“Property owner’s association instrument”* or *“instrument”* means the Declaration plats and plans recorded pursuant to this article. Any exhibit, schedule, or certificate accompanying an instrument and recorded simultaneously therewith shall be deemed an integral part of that instrument. Any amendment or certification of any instrument shall from the time of the recordation of such amendment or certification, be deemed an integral part of the affected instrument so long as such amendment or certification was made in accordance with this article.

2. General Application

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

- 3. The Developer hereby reserves the exclusive and unilateral right to amend or add to these restrictions, conditions, and limitations; provided that any such amendment shall be in conformity with the general purpose of this Declaration and the restrictions, conditions and limitations contained herein. The recording of any Amendment or Supplementary Declaration shall be notice to all owners in the subdivision of any additional property that may be submitted to this Declaration. Upon the Developer having sold all West Point Plantation lots or the Developer’s election to terminate Developer’s Special Voting Membership pursuant to Section 43, whichever occurs first, this Declaration may only be amended by an affirmative vote of at least two-thirds of the eligible votes in the Association.
- 4. Annexation by Declarant. Declarant may from time to time unilaterally subject to the provisions on this Declaration all or any portion of West Point Plantation or any adjacent or contiguous properties now owned or hereafter acquired by Declarant (the “Additional



Property”). The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the Additional Property or any property located within a five (5) mile radius of the perimeter boundary of West Point Plantation, and that such transfer is memorialized in a written, recorded instrument executed by _____ Declarant.

Such annexation shall be accomplished by filing an Amendment or Supplemental Declaration in the Public Records describing the property being annexed. Such Amendment or Supplemental Declaration shall not require the consent of Members but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Amendment or Supplemental Declaration unless otherwise _____ provided _____ therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever. Declarant reserves the right to alter any unsold lot as shown upon any plat or any portion thereof, including the right to add or eliminate streets, lanes, easements, ally-ways, open areas, etc., so long as access shall be provided to any lot sold by Developer.

(b) **Withdrawal of Property**, The Declarant reserves the right to amend this Declaration for the purpose of removing any portion of West Point Plantation from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development for West Point Plantation. By way of example, and not limitation, of the foregoing, a removal of property for the purpose of (i) adjusting boundary lines, (ii) complying with any applicable governmental statute, rule, regulation or judicial determination, (iii) enabling any reputable title insurance company to issue title coverage regarding the Properties or on any portion thereof, (iv) enabling any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units, (v) satisfying the requirements of any local, state or federal governmental agency, or (vi) exempting any tracts of land, either designated now or in the future for nonresidential development, from the provisions of this Declaration, shall be deemed as a permissible withdrawal which is not inconsistent with the overall uniform scheme of development. Such amendment shall not require the consent of any person other than the owner of the property to be withdrawn, if not the Declarant. If the



property is Common Area, the Association shall consent to such withdrawal. If the property to be withdrawn is solely owned by the Declarant, then that property may be removed from the coverage of this Declaration for any reason. Once withdrawn, such property shall no longer be included in any reference herein to West Point Plantation unless the amendment to the Declaration effectuating the withdrawal states contrary."

5. The rights and privileges reserved and set forth herein shall ensure to the benefit of the Developer and to the Developer's respective successors and assigns and successors in title.
6. The Developer for itself and its successors and assigns makes no representation or - warranty as to the operation, management or use by any purchaser of any lot in the subdivision nor to any future use of any other portions of the property that may be contiguous or adjacent to the subdivision, nor does the Developer make any representation as to use, ownership or operation of any surrounding adjacent or contiguous properties.

7. Streets

All streets and roads as shown upon the recorded phase maps and plats of the subdivision are private streets and have not been conveyed to Glynn County, Georgia. The sanitary sewers, storm sewers and potable water systems have been or will be conveyed to Glynn County. The irrigation system belongs to West Point, LLC.

8. Easements

There are reserved easements as shown on the recorded phase maps and plats of said subdivision including easements for utilities, drainage, water, sewer, maintaining and/or repairing boundary material that has been allowed to deteriorate or become unsightly, and such other easements as may be shown and depicted upon the map or plat. In addition to the easements shown and depicted upon the map or plat there is hereby reserved unto the Developer and unto its successors and assigns an easement of five (5) feet in width on each side of each lot and ten (10) feet in width upon the front and rear of each lot. These easements may be used for any lawful purpose including utilities and drainage and for access to any other easement. The lot owner may landscape, fence, and pave within these easements. However, damage to any improvements, caused by the county or others while performing any lawful purpose, will be repaired by the lot owner at the lot owner's expense. Cost for maintaining or



repairing boundary material will be performed by the homeowners' association at an expense to the homeowner at a rate of cost + 50%.

9. Land Use and Restrictions

- (a) All lots and all property in the subdivision shall be used solely and exclusively for single-family residential purposes and no other use is allowed.
- (b) No lots or portions of lots may be used for any commercial activity nor shall any business or professions be conducted from or operated out of any dwelling or home constructed upon such lot.
- (c) No detached-out buildings or garages or any other type of structure shall be permitted or allowed upon the property except by express written permission of the Developer.
- (d) No property shall be occupied on a continual basis by more than one legally recognized family group. The property owner can rent to second parties for a minimum of six (6) month leases, but no renting of any portion of the property to third parties or to multiple parties shall be permitted
- (e) No property shall be used for unlawful or illegal activities at any time.

10. Set Backs from property lines

The basic dwelling may not be constructed any closer than twenty (20) feet from the front property line, ten (10) feet from the rear property line, seven-and-a-half (7.5) feet from the side property line, twenty-five (25) feet from the property line adjacent to any lake, twenty-five (25) feet from a garage to side property line when the garage doors are facing the side property line, and any property line on any wetland must follow the State, Federal and/or local government agencies setback guidelines. The minimum set back from said lines shall be measured from the nearest building line or any wall, roof, overhang or appurtenance to the structure except for garages that are next to the house and entered between the house and the garage. These garages may be fifteen (15) feet from the property line. Another exception will be garages and other buildings that may be located behind the house. These structures may be seven (7) feet from side property lines, twenty (20) feet from property lines on streets, or ten (10) feet from rear property lines."

11. Dual Facing of Residence



Any buildings constructed on a corner lot fronting or abutting on two or more streets shall be so designed and oriented on such lot as to present an attractive appearance from each street.

12. Subdividing of Property

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

13. Architectural Approval and Landscape

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

14. Landscaping

All lots shall be landscaped, and the landscaping and grass shall be maintained continuously. All landscaping, design, and plant selection must be submitted to and approved by the Architectural Control Committee prior to beginning construction. All landscaping shall be completed within ninety (90) days from the date of completion of the main structure and all landscaping shall be done prior to the occupancy of the premises. All landscaping shall be continuously maintained and irrigated.



15. Irrigation

All lawn, grass and landscaped areas shall be served by an underground irrigation system on the lot. The design of the irrigation system must be submitted and approved along with the landscape design. The irrigation system shall be connected by a metered connection to a master irrigation water supply system provided by West Point Plantation, LLC. The connection shall be made, and the irrigation system installed before the completion of the landscaping. A meter connection fee will be charged to property owner at the time of connection. This fee will be equal to or less than the fee charged by Glynn County for water and meter connection to the Glynn County water system. Water usage will be calculated and billed to the property owner at a rate equal to or less than the Glynn County rate and will be billed once a month payable net 30 days. Late payments are subject to a 1½ % per month interest charge and attorney's fees and court cost, if legal action is required for collection. West Point Plantation, LLC reserves the right to limit the amount of water used by each lot based on drought conditions and/or limited water supply and any other limitations placed by the governing authorities. The irrigation system shall also be operated under any and all federal, state, or county regulations governing such systems. Should West Point Plantation, LLC for any reason decide not to continue furnishing the water for irrigation, the homeowner will at the homeowner's expense, be required to connect to the Glynn County source of water to the lot and use that water to irrigate the lot.

16. Cutting of Large Trees

No living tree having a diameter greater than eight (8) inches at four (4) feet above grade level on any lot may be cut without written consent of the West Point Architectural Review Committee, except any trees growing up on the site of any structure or within ten (10) feet of any structure which are necessary to be removed for the purpose of construction of a building or dwelling unit.

17. Unrestricted Parking

Personal automobiles, station wagons, sport utility vehicles (SUV), and personal vans may park in designated areas in front of, beside, and behind the dwelling. Parking of personal pick-up trucks and boats not longer than twenty-six (26) feet and their trailers is allowed on concrete paved parking areas behind the dwelling. These pick-up trucks must not have commercial signage or visible racks.



18. Restricted Parking

No parking shall be allowed in any yard of any residence. No recreational vehicle, boat trailer, camper, motorcycle, scooter, all-terrain vehicle (ATV), golf cart, bus, motor home, pick-up truck, non-operational vehicle, or business or commercial vehicle shall be parked in the driveways or designated parking areas beside or in front of any dwelling for extended periods of time. Parking of such vehicles is allowed in garages as long as the door can be completely closed. Pick-up trucks, boats and their trailers may be parked behind the dwelling. Private driveways must not be blocked at the street.

19. Temporary Parking

The restricted vehicles listed above may park in the designated parking areas in front of, beside and behind the dwelling for periods up to six (6) hours in any twenty-four (24) period. Parking personal automobiles, station wagons, sport utility vehicles (SUV), and personal vans is allowed on the grassed street right-of-way in front of the property on the side that does not have a sidewalk for periods up to six (6) hours in any twenty-four (24) hour period. This provision is to allow for parties and other temporary situations where parking for a large number of vehicles is required.

20. Enforcement of Parking Restrictions

Vehicles improperly parked may be impounded at the request of the Property Owner's Association and must thereafter be redeemed at the storage facilities and at the cost charged by licensed wrecker services for impounded vehicles in Glynn County. The cost of removal and storage of these vehicles is to be billed to the vehicle owner or the Property Owner's Association and in turn to the vehicle owner. Failure to pay any levy or assessment from the Property Owner's Association within thirty (30) days will result in an interest charge of 1½ %, legal fees, court costs, and may result in the levy of a lien against the property.

21. Parking during construction

There are no restrictions on the time and location of parking of construction equipment and vehicles during the time of initial construction of a home except that vehicles must be parked on the lot or on the road right of way next to the lot and not on sidewalks.



22. Antennas and Satellite Dishes

Satellite dishes are permitted within the Development. All Satellite dishes shall have a maximum diameter of 1 meter. Satellite dishes shall be mounted behind the front line of the dwelling and in a location not visible from any street and landscaped on all sides. The location of any satellite dish must be submitted to the ARB for review prior to installation for approval."

23. Driveway

A paved driveway must be constructed from the street pavement to the residence garage. A circular driveway in front of, or a driveway behind the house may extend down the side of the house. An area for the parking of two cars is required beside the driveways. Walkways, patios and parking areas behind the house may be constructed. The material in all paving shall be concrete or brick pavers. All paving shall be constructed before or immediately after the completion of construction on the main residence and before occupancy of the dwelling.

24. Hedges, Fences, Walls

Hedges, fences or walls must be placed as a separation between properties. (See Site Planning Standards, Item 2 Hedges, Fences and Walls, in the separate Master Design and Construction Guidelines document).

25. Traffic Hazards

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

26. Nuisance

There shall not be erected, constructed, committed, maintained, used or operated on any of the property in the subdivision any nuisance of any kind or character whatsoever. No trash, rubbish, garbage or debris or other material shall be deposited on any lot except in trash disposal structures that are located behind the house. Trash or garbage for collection by garbage disposal personnel may be deposited at the entrance to the driveway of the property for not more than twelve (12) hours per week. No obnoxious, loud or offensive activity shall be carried



on nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood or to any person in the subdivision.

27. Animals

No livestock, fowl or other animal except domestic dogs (2) and (2) cats shall be kept on any lot. No dogs or cats may be kept on any lot or house for any commercial purpose including breeding for sale. All animals must be kept on the property of the owner or be under direct control of the owner on a leash if on a common area within the subdivision. The Property Owner's Association must approve any outside pet houses in advance.

28. Maintenance of Dwelling, Lawns and Property

The owner of each lot or each residence shall keep the exterior of the dwelling, any fences or wall, and all grass and landscaping properly maintained and shall keep said lot free of all rubbish and undergrowth, tall grass, or any other unsightly or undesirable materials. Failure to do so by an owner shall constitute a direct violation of these restrictions and shall be specifically enforceable by the Property Owners Association. The Property Owners Association shall give written notice to owner of any such deficiency; owner shall have thirty (30) days from receipt of said notice to cure the deficiency. Should owner fail to timely cure said deficiency, the Property Owners Association is authorized to employ personnel to enter onto the property and maintain the exterior of any dwelling or landscaping that the owner fails to do, and to levy and assess against the owner the reasonable cost thereof. This reservation on behalf of the Property Owners Association shall not in any way constitute an obligation to perform any of such acts mentioned herein. Failure to pay any levy or assessment within thirty (30) days of the submissions may result in the levy of a lien against the lot along with 1 ½ % interest, legal fees, court cost for collection and any resulting levy of a lien against the property.

29. Wells and Drilling

No oil drilling or mining shall be permitted upon any lot or under any lot. Nor shall any tanks, tunnels, derricks, or other structures in conjunction therewith be used, permitted, or maintained upon any lot. Owners may drill or operate a private well for irrigation water with written approval from the ACC.



30. Potable Water and Sewer Service

Potable water, sanitary sewer, and storm sewer services are to be furnished by Glynn County through arrangements made by the property owner.

31. Irrigation Water

Irrigation water is not for potable usage

32. Out Buildings

All structures placed behind the rearmost wall of the principal house must go through the same approval process as the house itself with the Architectural Review Committee. No basketball goals may be installed facing the street. No yard sculpture or decorations may be placed, constructed or allowed to remain in any front yard without the express written approval of the Architectural Control Committee.

33. Docks and Boats on Lakes or Watercourses

Neither docks, gazebos, boat houses nor any other structure shall be built by property owners on any lake, marsh or other body of water, nor shall any boat, canoes, or water oriented recreational equipment be kept or maintained on such lot adjacent to the water or used on or in any lake or pond or body of water within the subdivision at any time.

34. Fishing

Fishing shall be permitted on a catch and release basis only and must be by the property owner and his guests from the shoreline of a property owner's individual lot or from the shoreline of a common area by any property owner and his guests.

35. Swimming

There shall be no swimming in any lake or pond or other body of water within the subdivision at any time except in swimming pools that are properly supervised and have been approved by Glynn County, the Developer and for the Property Owner's Association.



36. Signs

No sign of any type may be placed on a lot or dwelling or inside a dwelling where it would be visible from the street or another lot without the specific written permission of the Property Owners Association and those signs will be limited to one (1) builders sign no larger than two by three (2x3) feet to be displayed during construction and removed before occupancy. There will be no "For Sale" or "For Rent" signs displayed anywhere on the property. The Developer shall be exempt from this subsection.

37. Exterior Lights

Exterior floodlights are not to be directed toward any other lot in the subdivision. (See Site Planning Standards, Item 3, Exterior Lighting, in the separate Master Design and Construction Guidelines document)

38. Prohibited Vehicle Operation

No all-terrain vehicles (ATVs) or motorized two (2) or three (3) wheeled vehicles, other than carts, are to be operated on the property at any time. Sidewalks are limited to use by pedestrians and foot pedal propelled bicycles and wheelchairs only."

39. Covenants Running with the Land

This declaration is and shall be constructed as a covenant running with the land and shall apply to and be binding upon the property and upon all persons owning or occupying the property and shall be enforceable by the developer, its successors and assigns, the property owners' association or by any person who at any time shall own any property in the subdivision. These restrictions may be enforceable by law or in equity. The failure to enforce anyone or more of these restrictions shall in no way be deemed to be a waiver of the right to do so thereafter for any subsequent breach thereof. In the event that anyone or portion of these restrictions shall be deemed unenforceable the same shall be considered severable and the remainder thereof may be enforced in accordance with the terms and conditions thereof. These covenants shall be binding upon the Developer and all persons or parties claiming by or through the Developer for a period of twenty-five (25) years from the date of the last conveyance of any lot in this subdivision and shall be filed for record in the office of the Clerk of Superior Court and for



twenty-five (25) years after such amendment or extension of said covenants shall be filed. Thereafter these covenants shall extend automatically for successive periods of ten (10) years each unless an instrument changing or eliminating these covenants shall in whole or in part be accomplished as provided by law.

40. Property Owners Association

Every person who owns a lot in said subdivision shall automatically be a member of the West Point SSI Property Owners Association, Inc., a not-for-profit organization for the benefit of owners of all property in the subdivision. Membership in the Association is subject to the terms and conditions set forth in the Articles of Incorporation of the Association and the Bylaws, to which reference is hereby made for all purposes. Membership in the Association is automatically transferred with the ownership of a lot and membership shall be appurtenant to and may not be separated from the ownership of a lot that is subject to assessment by the Association. Ownership of such a lot is and shall be the sole qualification for membership in the Property Owners Association. The Property Owners Association, Inc. is created and shall be operated in accordance with the Georgia Property Owners Association Act, Georgia Law 1994, No. 1879, and all terms, provisions, conditions and definitions included therein shall be applicable unless or except modified by the Articles of Incorporation, the Bylaws, or these Declarations.

41. Association Assessments

The following services are included in the Property Owner's Association fee. Maintain and keep up common areas. This includes but is not limited to the mowing, fertilizing, planting and irrigation of parks, islands, entryways, twenty (20) foot wide screens on West Point Drive and the two entries. Repair and replacement of common area irrigation systems, roadways, curbs, gutters, sidewalks, street signage, road signage, unimproved roads, fences on West Point Drive and the two entries, gates at unpaved roads, walls, entry gate lights, electronic controls and telephone system, roadway lights and electricity, lakes and wetlands.

The Developer has set aside sufficient land for a clubhouse, pool and tennis courts. The Developer, at the Developer's expense, will construct these amenities according to the Developer's designs and specifications as soon as the Property Owner's Association approves their addition, assumes the responsibilities, financial and otherwise, the cost of



operation, maintenance, and upkeep and agrees to have these costs added to the association fee.

Administrative, professional, and other costs related to the operation of the Property Owner's Association are included in the fee. Lots owned by the Developer, The Developer shall pay association assessments for lots in Phases brought under this Declaration (whether originally included or added as Additional Property) during such time that Developer owns such lots, and such lots are subject to this Declaration as original or Additional Property.

The association shall have the right and the duty to levy and assess fees against each lot in the subdivision that is a part of a Phase brought under this Declaration. Such fees and assessments shall cover the normal cost of operation and maintenance of the services previously enumerated and shall be for the purpose of paying for special events and projects, providing for the special maintenance and upkeep or to enforce and maintain compliance by each lot owner with the terms and provisions of the restrictive covenants. The Association Assessments shall be allocated among the lots as follows: each lot shall be assessed a fractional share of the total Association Assessments, such share being the assessment amount multiplied by the fraction resulting from dividing one by the total number of non-Developer owned lots in the subdivision.

42. Lien for Assessments

All assessments unpaid on any lot shall constitute a lien against that lot which may be enforced by the Association as is provided for by Georgia law. The Property Owners Association shall have the right to enforce these restrictions and any rules or regulations they may promulgate in any action at law or in equity.

43. Voting Rights

Members in the Association shall be entitled one vote for each lot in which they hold interest required for membership. When more than one person holds such interest or interests in a lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. There shall be a special voting membership for the Developer. Because the Developer has incurred and will continue to incur substantial development and start-up costs, the



Developer desires to control voting membership until the Developer can be assured of the completion of the development plans. Therefore, until the Developer has sold one hundred percent (100%) of the lots in West Point , the Developer shall have a Special Voting Membership by which it shall be entitled the same number of votes as are collectively held by all the members of the association, plus one (1). This Special Voting Membership shall cease after one hundred percent (100%) of the lots are sold, or at such time the Developer will elect to discontinue the Special Voting Membership. Voting rights of lot owners are suspended during any period of time when the property owner is more than thirty (30) days delinquent in paying assessments. So long as any lot in West Point Plantation remains owned by Developer, and Developer has not yet elected to discontinue the Special Voting Membership, the Developer is a de facto member of the Association.

44. Member's Rights in Common Areas and Enjoyment

Every member shall have a right and easement into the street and roads or any other portion of the facilities owned and maintained by the Association and now or hereafter acquired, leased to or controlled by the Association for the common use and enjoyment of the members which are hereafter referred to as "Common Areas." The following areas are maintained by the Property Owners Association, however, access to these areas is not available to its members: (1) Unpaved roads and their right-of-ways; (2) The twenty (20) foot wide vegetated screen areas on West Point Drive and the North and South entry roadways; and (3) Wetlands. The aforementioned right and easement shall be appurtenant to and pass with the Title to every lot, subject to the following:

- (a) The right of the Association to establish uniform rules and regulations pertaining to the use of Common Areas;
- (b) The right of the Association to levy and assess fees and assessments against each lot (except unsold lots owned by the Developer which are exempt from any and all assessments);
- (c) The right of the Association to suspend the voting rights and the rights to use Common Areas for any period during which any assessment shall remain unpaid or delinquent;
- (d) The right of the Association to enforce the rules and regulations by an action at law or in equity provided that the giving of such right to the Association shall in no way limit or suspend the rights of the Developer or any other individual to enforce compliance by law



or in equity. The Association shall have the right to levy a 1 ½ % per month charge against any unpaid or delinquent assessments as well as a 15% charge for legal fees for cost of collections which may be instituted when such assessments are 30 days delinquent.

- (e) The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and the Bylaws of the Association, as to the same may be amended from time to time. The Bylaws of the Association may be amended by a majority vote of the then-serving Board of Directors. So long as any lot in West Point Plantation remains owned by Developer, and Developer has not yet elected to discontinue the Special Voting Membership, the Developer may, as an exercise of its Special Voting Membership, elect three separate representatives of Developer as the three Board members of the Association.

45. Pool & Clubhouse Rules

NO LIFEGUARD ON DUTY. The Homeowner accepts the risks related to the use of this facility. The Property Owners Association (POA) is totally responsible for the operation and maintenance of the Pool and Clubhouse facility and all related cost. The POA rules for the use of the facility are as follows:

Pool & Clubhouse Hours are 8:00 am until 10:00 PM. They will both be closed during other hours unless written permission has been received from the POA for a special event.

The Pool will be open for use from April 1st to October 31st. These dates are subject to change based on weather. The Clubhouse, consisting of the entertainment center and bathroom facility, will be open all year.

Pool Rules:

- (a) Pool users must obey the Pool and Clubhouse Rules.
- (b) Use of the pool and pool deck and clubhouse area is restricted to members in good standing of the Property Owners Association, Inc., their tenants and/or guests. Members



may permit people to use the pool and/or clubhouse provided they are accompanied by a "Responsible Person"¹.

- (c) The term "Responsible Person" applies to a permanent member of the household of a residence owner or renter. Any person using the facility must be accompanied by a "Responsible Person" and the "Responsible Person" must have a current active key/entry card on their person when using the facility. The "Responsible Person" must have received this designation and thereby accepted the responsibility of enforcing the rules of the facility from and along with, the homeowner or renter. Should the homeowner or renter or their designated "Responsible Person" be in violations of the rules the homeowner or renter in consequence will be subject to being restricted from the use of the facility and are subject to the legal repercussions from the improper, unauthorized and/or illegal action of the designated "Responsible Person" or their guest.
- (d) A responsible person (18 years of age or older) must always accompany persons under 18 when those persons are in the pool, on the pool deck or within the Clubhouse. The gas grill in the Clubhouse may not be used by persons under 18 years of age and must be accompanied by a "Responsible Person".
- (e) All persons who are incontinent must wear snug fitting plastic pants or a water-resistant swim diaper.
- (f) No running, pushing, competitive playing or rough play allowed in the pool, on the pool deck, or pool parking area. The responsible person or people if more than one is present are responsible for the conduct of people present by their invitation.
- (g) Skateboards, bicycles, roller blades and scooters prohibited in the pool, on the pool deck and pool parking area.
- (h) Glass containers or articles prohibited in pool and on the pool deck. Glass containers may not be brought to the pool or pool deck in coolers or other storage devices.
- (i) Food, drink and wrappers not permitted within ten feet of the swimming pool.
- (j) Pets, other than Service Animals, are not allowed in pool, on the pool deck or in the pool parking area.



- (k) Volume on radios and/or musical instruments must be kept at a sufficiently low volume such that other pool or pool deck users, or residents of West Point, are not disturbed.
- (l) Diving from the pool deck and/or fishing in the adjacent lake from the pool area is not permitted.
- (m) Do not urinate, spit, spout water or blow nose in pool.
- (n) Proper swimming or sunning attire only. No cut-off jeans or shorts. Thong attire is not permitted.
- (o) Exit the pool and pool deck immediately during heavy rain or when thunder and lightning can be seen or heard.
- (p) Leave furniture and pool area neat, clean and personal items picked up. Pool furnishings must be placed at least 10' feet from the edge of the pool. Do not place pool furnishings in the pool.
- (q) Alcoholic beverages are not permitted in the pool, on the pool deck or in the pool parking area.
- (r) Do not touch or adjust pool equipment.
- (s) All pool users must shower before entering the pool. All floats, rafts, and pool toys must be washed with fresh water before use.

FOR EMERGENCIES DIAL 911

Pool Fecal and Vomitus Incidents. If a swimmer vomits or defecates in the water, the pool must be immediately vacated. Swimming in a pool containing such materials is dangerous to the health of the swimmer. Report any incidents to the POA and immediately exit the pool and leave the pool deck areas. The pool will remain closed until corrective measures have been completed.



POOL & CLUBHOUSE ACCESS KEY/CARD

DISCLAIMER

I/we, _____ acknowledge the following terms and conditions regarding the receipt and use of the West Point Pool & Clubhouse access key/card:

1. I/we understand that the pool, pool deck and Clubhouse are available for use by West Point property owners, their tenants, the permanent members of their household and their guests only.
2. I/we agree to abide by the Pool & Clubhouse Rules attached to this Disclaimer.
3. I/we agree that a responsible person will always have possession of the access key card while on the premises or household members and guests are using the pool or clubhouse area. The clubhouse area includes the entertainment center and the restroom facility.
4. I/we agree that an adult (18 years or older) must be present at the pool, pool deck or Clubhouse if my/our children or children who are guests under the age of fourteen are using these facilities.
5. I/we understand that the use of an access key card does not guarantee only authorized persons will have access to the pool. Pool deck or Clubhouse, Officers, Directors, other members or POA personnel may request at any time to view the access key/card of any person or persons using the pool, pool deck or Clubhouse. It is understood that if a responsible person cannot provide the access key/card, the people who are the members of the offending household and their guest must leave the premises immediately.
6. I/we understand that an access key/card will be issued to members only and only upon the following conditions: (1) Assessments for the current year and all previous years are current and (2) the member has signed this Disclaimer.
7. I/we understand the access keys cards remain the property of the West Point SSI Property Owners Association. Inc. When I/we sell my/our Lot or Residence within West Point , the access key/card will be transferred to the new owner or returned to the Secretary of the Association or the Association's management company.
8. I/we acknowledge that the Association shall have no liability with respect to the issuance of the access key/card or for any misuse or misrepresentation of an access key/card once it is issued. I/we hereby forever remise, release, acquit, discharge, indemnify, hold harmless and, covenant not to sue at law or in equity the Property Owner Association and its respective officers, Directors, attorneys, Agents and managers, all members of the development and its employees, the members of the Property Owners Association Management company and its employees. Of and from any and all causes of action, Claims, Counterclaims, Suits, Debts, Damages and demands of whatever kind and nature known or unknown, anticipated or unanticipated. Relative to any incident or activity related to or pertaining to the issuance or use of the access key/card. The use of the pool and clubhouse facility and any denial of use of this facility.

Signature(s)

Date: