

WEST POINT SSI ¹

West Point Drive

St. Simons Island, Georgia

~~Property~~Lot Owner's Protective Document

¹[DRAFTER'S NOTE: This document is a redline created to illustrate the changes being proposed to the existing West Point SSI covenants and restrictions, based on an unofficial restatement of those covenants and restrictions prepared by the drafter, which restatement includes the original covenants and restrictions, as amended by prior amendments, and as further amended to expressly include the provisions of the Georgia Property Owner's Association Act. Article II in this document includes the express provisions of the Georgia Property Owner's Association Act inserted by the drafter into the covenants and restrictions, as amended by prior amendments, and the redline in that article shows the changes made to the express provisions of the Georgia Property Owner's Association Act by the drafter to conform those provisions to this document. The formatting of the documents have been changed to simplify the redline comparison report.]

Amended and Restated Declaration of Restrictions, Covenants, Limitations and Easements
for West Point SSI

PROPERTY OWNER'S PROTECTION
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Amended and Restated Declaration of Restrictions, Covenants, Limitations and Easements
for West Point SSI

This Amended and Restated Declaration of Restrictions, Covenants, Limitations and Easements for West Point SSI (the "**Amended and Restated Declaration**") is made as of the _____ day of _____, by West Point Plantation, LLC, a Georgia limited liability company ("**West Point Plantation, LLC**"), and has been approved by the owners of lots listed on the signature pages of this instrument, imposing and establishing the restrictions, covenants, limitations, easements, and other matters stated in this Amended and Restated Declaration with respect to all lots and other property submitted to this Amended and Restated Declaration.

Recitals

West Point Plantation, LLC established West Point SSI (formerly known as West Point Plantation) by the recording of the Declaration of Restrictions, Covenants, Limitations and Easements for West Point Plantation in the office of the Clerk of the Superior Court of Glynn County, Georgia at Deed Book 1111, Page 345, as amended and re-recorded at Deed Book 1171, Page 156, and as further amended, including by the amendments recorded at Deed Book 4215, Page 389, Deed Book 4374, Page 212, Deed Book 4437, Page 319, and Deed Book 4701, Page 200 (collectively, the "**Original Declaration**").

West Point Plantation, LLC, in the Original Declaration, stated:

"The owner of West Point SSI 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~~ 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 SSI is setting forth these declarations that will control the use of the community:."

~~Declaration of Restrictions, Covenants, Limitations and Easements~~

~~For WEST POINT PLANTATION PHASE I~~

~~This Declaration is made this _____ day of _____ by West Point Plantation, LLC a Georgia Limited Liability Company, hereafter referred to as "Developer" or "Declarant", imposing and establishing the following restrictions, covenants, limitations, conditions, easements, reservations, rights and privileges with respect to lots and the use of lots as shown upon the print or plat of survey of West Point SSI Phase I and Phase II A as more particularly on the attached Exhibit A. This Declaration shall apply to all additional properties the Declarant may submit to this Declaration.~~

~~This Declaration likewise submits the property to the terms and provisions of the Georgia Property Owners Association Act, Georgia laws, 1994, Page 1879.~~

WITNESSETH

~~The Developer is the owner of certain real property situate, lying and being on St. Simons Island in Glynn County, Georgia, upon which the Developer has created a subdivision. The subdivision to which this Declaration and these Restrictions apply is entitled West Point SSI Phase I as shown and depicted upon a print or plat of survey of said subdivision prepared by Atlantic Survey Professionals, and signed by Earnest Johns, Jr., Georgia Registered Land Surveyor Number 2774 and dated February 13, 2002, and recorded in the public records of Glynn County, Georgia, in Plat Drawer 28, as Map No. 91.~~

~~These Declarations may also apply to any adjacent or contiguous lands or any future phases of said subdivision to which Declarant may specifically impose by Amendment or Supplemental. The Original Declaration subjected the property encumbered by the Original Declaration to the Georgia Property Owners Association Act, O.C.G.A. Section 44-3-220, et seq. (the "Act") and provided that all terms, provisions, conditions and definitions included in the Act "shall be applicable unless or except modified by [the Original Declaration]."~~

~~The Original Declaration provides that "the Developer 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 [the Original Declaration] and the~~

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~~restrictions, conditions and limitations contained in [the Original Declaration. None of the provisions nor]," and the operations of these Declarations shall apply to any adjacent or contiguous property unless and until an instrument Act in writing signed by Declarant and recorded in the public land records of Glynn County, Georgia, shall affirmatively submit any future property to these Declarations.~~

Article I, Definitions.²~~As~~

Capitalized terms used in this Amended and Restated Declaration have the term meanings given to them in this Article I, or if not defined in this Amended and Restated Declaration, the meanings given to them in the Act.

Section 1.1 ~~“Board of Directors” or “Board Act”~~ has the meaning given to it in the recitals.

Section 1.2 ~~“Additional Property” means an executive and administrative body, by whatever name designated in the the real property described on Exhibit B and any real property that is in the future withdrawn from this Amended and Restated Declaration in a Declaration of Withdrawal.~~

Section 1.3 ~~“Amended and Restated Declaration”~~ has the meaning give to it in the recitals.

Section 1.4 ~~“Architectural Control Committee”~~ means the committee established as stated in Section 3.5(J).

Section 1.5 ~~“Articles of Incorporation or Bylaws”~~ means the articles of incorporation of the Association, as amended from time to time.

Section 1.6 ~~“Association” means West Point SSI POA, Inc. Association, Inc., a Georgia nonprofit corporation.~~

Section 1.27 ~~“Board”~~ means the board of directors of the Association.

Section 1.8 ~~“Bylaws”~~ means the amended and restated bylaws of the Association, as amended from time to time.

Section 1.9 ~~“Common areaArea”~~ means all real and personal property submitted to ~~the Declaration~~this Amended and Restated Declaration, as common area, including by a Declaration of Annexation, and which is owned or leased by the ~~association~~Association for ~~the~~ common use and enjoyment of the members.

Section 1.310 ~~“Common expensesExpenses”~~ 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 pursuant to this Amended and Restated Declaration.~~

Section 1.411 ~~“Court”~~ means the Superior Court of Glynn County, Georgia.

Section 1.5 ~~“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~~

²[DRAFTER’S NOTE: This Article I is a redline between the definitions in Section 1 of original covenants and restrictions, as amended (the “Restated Covenants”) and changes being proposed to those definitions in this draft.]

~~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.~~

~~Section 1.6 "Declaration" means the recordable instrument creating covenants upon property which covenants are administered by a property owners association in which membership is mandatory for all owners of lots in the property owner's development.~~

~~Section 1.7~~Section 1.12 "Declaration of Annexation" means a declaration annexing and subjecting a part of the Additional Property to this Amended and Restated Declaration as Submitted Property.

~~Section 1.13~~ "Declaration of Withdrawal" means a declaration withdrawing a portion of the Submitted Property from this Amended and Restated Declaration.

~~Section 1.14~~ "Design Guidelines" means the architectural, landscape, and other design standards and design review procedures established and amended by the Architectural Control Committee from time to time, as stated in Section 4.1.

~~Section 1.15~~ "Developer/Declarant" means West Point Plantation, LLC, and any successors or assigns to whom the status of developer and declarant is assigned in writing by West Point Plantation, LLC, or any of its successors or assigns then holding the status of developer and declarant.

~~Section 1.16~~ "Foreclosure" means, the foreclosure of a Mortgage, including without limitation, the by judicial or non-judicial foreclosure of a mortgage and action or by the exercise of a power of sale contained in any mortgage~~Mortgage.~~

~~Section 1.8~~Section 1.17 "JWSC" means Brunswick and Glynn County Joint Water & Sewer Commission, established pursuant to the laws of the state of Georgia.

~~Section 1.18~~ "Limited Common Areas" means a portion of the Common Area² ~~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~~Lots, as designated by Developer/Declarant in the Declaration of Annexation annexing the portion of the Common Area into West Point SSI.

~~Section 1.9~~19 "Lot" means any ~~plot or subdivided~~ parcel of land, other than a ~~common area~~Common Area, designated for separate ownership and occupancy and shown as a lot on a recorded subdivision plat for development. Whereof a portion of the context indicates or requires, Submitted Property and made subject to this Amended and Restated Declaration as a part of the term lot Submitted Property or in the future made subject to this Amended and Restated Declaration in accordance with a Declaration of Annexation, and includes any structure improvements on the subdivided lot.

~~Section 1.4~~20 "Lot ~~owner~~Owner" means one or more ~~persons~~Persons who are record title owners of a ~~lot~~Lot.

~~Section 1.4~~21 "Mortgage" means a mortgage, deed to secure debt, deed of trust, or other instrument conveying a lien upon or security title to property.

Section 1.422 ~~“Mortgagee” means the holder of a mortgage~~Mortgage.

Section 1.4323 ~~“Officer” means an officer inof the association~~Association.

Section 1.4424 ~~“Person” means a natural person, corporation, partnership, association, trust, other entity, or any combination thereof.~~

Section 1.45 ~~—“25 “Public Records” means the office of the Clerk of Superior Court of Glynn County, Georgia.~~

Section 1.26 “Submitted Property” means anythe real property described on Exhibit A, and any interest in real property including, without limitation, parcels of air spaceadded as submitted property in a Declaration of Annexation, less and excluding any real property removed from submitted property in a Declaration of Withdrawal.

Section 1.16 ~~—“Property owner’s association” or “association” means 27 “Super Majority of Lot Owners” has the meaning given to it in the recitals.~~

Section 1.28 “West Point SSI-POA, Inc.” means the real property constituting the Submitted Property.

~~Section 1.17 —“Proper, 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.~~

Article II.³

Incorporation of Provisions of the Act.

Section 2.1 Affirmative Election to Be Governed by the Act; Reference: O.C.G.A. Section 44-3-222 (2021)

~~A property owners' development shall come into existence upon either the recordation of the declaration pursuant to this article or the amendment of a recorded declaration in accordance with Code Section 44-3-235. Any declaration or amendment intending to bring or avail a development of the benefits and provisions of this article shall state an affirmative election to be so governed. Any original declaration shall be duly executed by or on behalf of all of the owners of the submitted property. Any such amendment to an existing declaration shall be executed in accordance with the terms of the recorded declaration being amended thereby.~~

This Amended and Restated Declaration, the Association, and the Submitted Property, are hereby subjected to the Act.

Section 2.2 Compliance With Provisions of the Act and with Rules and Regulations; Penalties for Noncompliance; Reference: O.C.G.A. Section 44-3-223 (2021)

Every ~~lot owner~~Lot Owner and all those entitled to occupy a ~~lot~~Lot shall comply with all lawful provisions of ~~the property owners' association instrument.~~ this Amended and Restated Declaration. In addition, any ~~lot owner~~Lot Owner and all those entitled to occupy a ~~lot~~Lot shall comply with any reasonable rules or regulations adopted by the ~~association~~Association pursuant to ~~the instrument~~this Amended and Restated Declaration which have been provided to the ~~lot owners~~Lot Owners and ~~with~~adopted under the lawful provisions of the ~~bylaws~~Bylaws of the ~~association.~~ Association. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the ~~association~~Association or, in any proper case, by one or more aggrieved ~~lot owners~~Lot Owners on their own behalf or as a class action. ~~If and to the extent provided in the instrument, the association~~ The Association shall be empowered to impose and assess fines and suspend temporarily voting rights and the right of use of certain of the ~~common areas~~Common Areas and services paid for as a ~~common expense~~Common Expense in order to enforce such compliance; provided, however, that no such suspension shall deny any ~~lot owner~~Lot Owner or occupants access to the ~~lot~~Lot owned or occupied.

Section 2.3 Voting at Association Meetings; Reference: O.C.G.A. Section 44-3-224 (2021)

~~Section 2.4A.~~ Since a ~~lot owner~~Lot Owner may be more than one ~~person~~Person, if only one of those ~~persons~~Persons is present at a meeting of the ~~association~~Association, or is voting by proxy, ballot, or written consent, that ~~person~~Person shall be entitled to cast the votes pertaining to that ~~lot~~Lot. However, if more than one of those ~~persons~~Persons is present, or executes a proxy, ballot, or written

³{DRAFTER'S NOTE: This Article II is a redline between the express provisions of the Georgia Property Owner's Association Act and the changes made by the drafter to those provisions to conform the provisions to this document. This Article II is not in the original Restated Covenants.}

consent, the vote pertaining to that ~~lot~~Lot shall be cast only in accordance with their unanimous agreement ~~unless the instrument expressly provides otherwise~~; and such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that ~~lot~~Lot without protest being made immediately by any of the others to the ~~person~~Person presiding over the meeting or vote.

B.—The votes pertaining to any ~~lot~~Lot may, and, in the case of any ~~lot owner~~Lot Owner not a natural ~~person~~Person or ~~persons~~Persons, shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the ~~lot owner~~Lot Owner or, in cases where the ~~lot owner~~Lot Owner is more than one ~~person~~Person, by or on behalf of the joint owners of the ~~lot~~Lot. No such proxy shall be revocable except as provided in ~~Code~~O.C.G.A. Section 14-2-722 or ~~Code~~O.C.G.A. Section 14-3-724 or by written notice delivered to the ~~association~~Association by the ~~lot owner~~Lot Owner or by any joint owners of a ~~lot~~Lot. Any proxy shall be void if it is not dated or if it purports to be revocable without such notice.

Section 2.4 Assessment of Expenses; Exemption from Liability; Liability for Unpaid Assessments; Reference: O.C.G.A. Section 44-3-225 (2021)

~~A.~~—~~To the extent that the instrument expressly so provides:~~

A. In connection with Common Expenses:

1. Any ~~common expenses~~Common Expenses benefiting less than all of the ~~lots~~Lots shall be specially assessed equitably among all of the ~~lots~~Lots so benefited, as determined by the ~~board~~Board;
2. Any ~~common expenses~~Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the ~~lots~~Lots or by the licensees or invitees of any such ~~lot~~Lot or ~~lots~~Lots shall be specially assessed against the ~~lot~~Lot or ~~lots~~Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such ~~common expenses~~Common Expenses;
3. Any ~~common expenses~~Common Expenses significantly disproportionately benefiting all of the ~~lots~~Lots shall be assessed equitably among all of the ~~lots~~Lots in the development as determined by the ~~board~~Board; and
4. Other than for ~~limited common areas~~Limited Common Areas expressly designated as such in ~~the instrument~~this Amended and Restated Declaration or in a Declaration of Annexation and assigned to fewer than all ~~lots~~Lots, nothing contained in ~~paragraph~~(1) or (3) of this subsection shall permit ~~an association~~the Association to specially or disproportionately allocate ~~common expenses~~Common Expenses for periodic maintenance, repair, and replacement of any portion of the ~~common area~~Common Area or the ~~lots~~Lots which the ~~association~~Association has the obligation to maintain, repair, or replace.

B. No ~~lot owner~~Lot Owner other than the ~~association~~Association shall be exempted from any liability for any assessment under this ~~Code section or under any instrument~~Amended and Restated Declaration for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her ~~lot~~Lot or any part of the ~~common area~~Common Area except to the extent that any ~~lot~~Lot, upon request by the ~~owner of the lot~~Lot Owner, expressly may be made exempt from assessments and thus denied voting rights of the ~~lot~~Lot under ~~the instrument~~this

Amended and Restated Declaration until a certificate of occupancy is issued by the governing authority for a dwelling on such ~~lot~~Lot.

C. Unless otherwise provided in ~~the instrument~~this Amended and Restated Declaration and except as provided in ~~subsection (d) of this Code section, Section 2.4(D)~~, the grantee in a conveyance of a ~~lot~~Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the ~~latter grantor~~ up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the ~~association~~Association as provided in subsection (d) of ~~Code O.C.G.A. Section 44-3-232~~, such grantee and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the ~~property owners' association~~ ~~lot~~Lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

D. In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the ~~lot~~Lot, or in the event that any other ~~person~~Person acquires title to any ~~lot~~Lot as a result of foreclosure of any such mortgage, such holder or other ~~person~~Person and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the ~~lot~~Lot be subject to any lien for assessments under this ~~Code section or under any instrument~~Amended and Restated Declaration chargeable to the ~~lot~~Lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments shall be deemed to be a ~~common expense~~Common Expense collectable from all of the ~~lot owners~~Lot Owners, including such holder or other ~~person~~Person and his or her successors, successors-in-title, and assigns.

Section 2.5 Amendment of Instrument; Presumption of Validity in Court Action; Reference: O.C.G.A. Section 44-3-226 (2021)

A.

1. Except to the extent expressly permitted or required by other provisions of this ~~article, the instrument~~Section 2.5 or this Amended and Restated Declaration, this Amended and Restated Declaration shall be amended only by the agreement of ~~lot owners~~Lot Owners of ~~lots~~Lots to which two-thirds of the votes in the ~~association~~Association pertain or such larger majority as ~~the instrument~~this Amended and Restated Declaration may specify; provided, however, that, during any such time as there shall exist an unexpired option to add any additional property to the ~~property owners' association~~subdivision or the Association or during any such time as ~~the declarant~~Developer/Declarant has the right to control the ~~association~~Association under ~~the instrument~~this Amended and Restated Declaration, the agreement shall be that of ~~the declarant~~Developer/Declarant and the ~~lot owners~~Lot Owners of ~~lots~~Lots to which two-thirds of the votes in the ~~association~~Association pertain, exclusive of any vote or votes appurtenant to any ~~lot~~Lot or ~~lots~~Lots then owned by ~~the declarant~~Developer/Declarant, or a larger majority as ~~the instrument~~this Amended and Restated Declaration may specify.

2. Notwithstanding any other provisions of this subsection:

(a) During such time as ~~the declarant~~Developer/Declarant shall own at least one ~~lot~~Lot primarily for the purpose of sale of such ~~lot~~Lot, no amendment shall be made to ~~the instrument~~this Amended and Restated Declaration without the written agreement of ~~the declarant~~Developer/Declarant if such amendment would impose a greater restriction on the use or development by ~~the declarant~~Developer/Declarant of the ~~lot~~Lot or ~~lots~~Lots owned by ~~the declarant~~Developer/Declarant; and

(b) No amendment shall be made to ~~the instrument~~this Amended and Restated Declaration so as to prohibit or restrict a ~~nonowner~~non-owner occupied ~~lot~~Lot from continuing to be leased or rented for an initial term of six months or longer pursuant to the preamended instrument; provided, however, that upon the conveyance for value of such ~~lot~~Lot, such ~~lot~~Lot shall be made to conform to ~~the instrument~~this Amended and Restated Declaration as amended. For purposes of this subparagraph, the term “conveyance for value” means any transfer of the ~~lot~~Lot for consideration in the amount of \$100.00 or more or any transfer of an interest in the entity that owns the ~~lot~~Lot for consideration in the amount of \$100.00 or more.

B. No amendment of ~~an instrument~~this Amended and Restated Declaration shall require approval of ~~lot owners~~Lot Owners to which more than 80 percent of the ~~association~~Association vote pertains and the mortgagees holding 80 percent of the voting interest of mortgaged ~~lots~~lots; ~~any property owners' association which exists prior to July 1, 1994, and amends its documents to avail itself of the provisions of this article shall be deemed to have amended the association instrument to conform to this limitation.~~Lots. This subsection shall not be deemed to eliminate or modify any right of ~~the declarant~~Developer/Declarant provided for in ~~the instrument~~this Amended and Restated Declaration to approve amendments to ~~the instrument~~this Amended and Restated Declaration so long as ~~the declarant~~Developer/Declarant owns any ~~lot~~Lot primarily for the purpose of sale and, furthermore, this ~~Code section~~subsection shall not be construed as modifying or altering the rights of a ~~mortgagee~~Mortgagee set forth elsewhere in this ~~article~~subsection.

C. Except to the extent expressly permitted or required by other provisions of this ~~article~~Section 2.5, or agreed upon or permitted by ~~the instrument~~this Amended and Restated Declaration concerning submission of additional property to this ~~article~~Amended and Restated Declaration by ~~the declarant~~Developer/Declarant or the ~~association~~Association, or agreed upon by all ~~lot owners~~Lot Owners and the ~~mortgagees~~Mortgagees of all ~~lots~~Lots, no amendment to ~~the instrument~~this Amended and Restated Declaration shall change the boundaries of any ~~lot~~Lot, the number of votes in the ~~association~~Association pertaining thereto, or the liability for ~~common expenses~~Common Expenses pertaining thereto.

D. Agreement of the required majority of ~~lot owners~~Lot Owners to any amendment of ~~the instrument~~this Amended and Restated Declaration shall be evidenced by their execution of the amendment. -In the alternative, provided that ~~the declarant~~Developer/Declarant does not then have the right to control the ~~association~~Association pursuant to ~~the instrument~~this Amended and Restated Declaration, the sworn statement of the president, of any vice president, or of the secretary of the ~~association~~Association attached to or incorporated in an amendment executed by the ~~association~~Association, which sworn statement states unequivocally that agreement of the required majority was otherwise lawfully obtained and that all notices required by this article were properly given, shall be sufficient to evidence the required agreement. Any such amendment of ~~the~~

~~instrument~~this Amended and Restated Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

E. Notwithstanding anything to the contrary in this ~~article or in the instrument~~Amended and Restated Declaration, the approval of any proposed amendment by a ~~mortgagee~~Mortgagee shall be deemed implied and consented to if the ~~mortgagee~~Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the ~~mortgagee~~Mortgagee receives notice of the proposed amendment sent by certified mail or statutory overnight delivery, return receipt requested.

F. -In any court suit or action where the validity of the adoption of an amendment to an instrument is at issue, the adoption of the amendment shall be presumed valid if the suit is commenced more than one year after the recording of the amendment on the public record. -In such cases, the burden of proof shall be upon the party challenging the validity of the adoption of the amendment.

G. The Association shall be duly incorporated either as a business corporation or as a nonprofit membership corporation under the laws of the State of Georgia, as amended. The corporate name of the Association shall include the word or words “homeowners,” “property owners,” “community,” “club,” or “association” and shall otherwise comply with applicable laws regarding corporate names. The Articles of Incorporation of the Association and the Bylaws adopted by the Association shall contain provisions not inconsistent with applicable law including but not limited to the Act or with this Amended and Restated Declaration as may be required by the Act or by this Amended and Restated Declaration and as may be deemed appropriate or desirable for the proper management and administration of the Association. The term “member” shall include a shareholder in the event the Association is a business corporation or issues stock. Membership shall continue during the period of ownership by such Lot Owner.

H. Prior to the first conveyance of a Lot, Developer/Declarant shall cause the first Board to be duly appointed, the officers to be elected, and the organization of the Association to be effectuated.

I. True and correct copies of the Articles of Incorporation and Bylaws of the Association and all amendments thereto shall be maintained at the principal and the registered offices of the Association and at the sales office of Developer/Declarant so long as Developer/Declarant has the right to control the Association pursuant to this Amended and Restated Declaration; and copies thereof shall be furnished to any Lot Owner on request upon payment of a reasonable charge therefor.

Section 2.6 Presence of Quorum at Meetings; Reference: O.C.G.A. Section 44-3-228 (2021)

Unless ~~the instrument or bylaws~~this Amended or Restated Declaration or the Bylaws provide otherwise, a quorum shall be deemed present throughout any meeting of the members of the ~~association~~Association if ~~persons~~Persons entitled to cast more than one-third of the votes are present at the beginning of the meeting. Unless this Amended or Restated Declaration or the ~~instrument or bylaws~~Bylaws specify a larger percentage, the presence of ~~persons~~Persons entitled to cast one-half of the votes of the ~~board of directors~~Board shall constitute a quorum for the transaction of business at any meeting of the ~~board~~Board.

Section 2.7 Persons Deemed to be “Lot Owner”; Reference: O.C.G.A. Section 44-3-229 (2021)

If ~~the instrument~~this Amended and Restated Declaration provides that any member of the ~~board of directors~~Board or any officer of the ~~association~~Association must be a ~~lot owner~~Lot Owner, then, notwithstanding ~~Code~~O.C.G.A. Section 44-3-221, the term “~~lot owner~~Lot Owner” in such context shall, unless ~~the instrument~~this Amended and Restated Declaration otherwise provides, be deemed to include, without limitation, any shareholder, director, officer, partner in, or trustee of any ~~person~~Person who is, either alone or in conjunction with any other ~~person~~Person or ~~persons~~Persons, a ~~lot owner~~Lot Owner. Any individual who would not be eligible to serve as a member of the ~~board~~Board of directors or officer were he or she not a shareholder, director, officer, partner in, or trustee of such a ~~person~~Person shall be deemed to have disqualified himself or herself from continuing in office if he or she ceases to have any such affiliation with that ~~person~~Person.

Section 2.8 Frequency of Meetings; Notice; Reference: O.C.G.A. Section 44-3-230 (2021)

Meetings of the members of the ~~association~~Association shall be held in accordance with the provisions of the ~~association's bylaws~~Association's Bylaws and in any event shall be called not less frequently than annually. Notice shall be given to each ~~lot owner~~Lot Owner at least 21 days in advance of any annual or regularly scheduled meeting and at least seven days in advance of any other meeting and shall state the time, place, and, for any special meeting, purpose of such meeting. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically in accordance with ~~Chapter 12 of Title~~O.C.G.A. Section 10-12-1, the “Uniform Electronic Transactions Act,”²² to all ~~lot owners~~Lot Owners of record at such address or addresses as designated by such ~~lot owners~~Lot Owners or, if no other address has been so designated, at the address of their respective ~~lots~~Lots. At the annual meeting, comprehensive reports of the affairs, finances, and budget projections of the ~~association~~Association shall be made to the ~~lot owners~~Lot Owners.

Section 2.9 Powers and Duties of Association; Legal Actions Against Agent or Employee of Association; Reference: O.C.G.A. Section 44-3-231 (2021)

A. Except to the extent prohibited by ~~the instrument~~this Amended and Restated Declaration and subject to any restrictions and limitations specified ~~therein, the association~~in this Amended and Restated Declaration, the Association shall have the power to:

1. Employ, retain, dismiss, and replace agents and employees to exercise and discharge the powers and responsibilities of the ~~association~~Association;
2. Make or cause to be made additional improvements on and as a part of the ~~common area~~Common Area; and
3. Grant or withhold approval of any action by one or more ~~lot owners~~Lot Owners or other ~~persons~~Persons entitled to occupancy of any ~~lot~~Lot if such action would change the exterior appearance of any ~~lot~~Lot, or any structure thereon, or of any other portion of the ~~development~~subdivision or elect or provide for the appointment of an ~~architectural control committee~~Architectural Control Committee to grant or withhold such approval.

B. Except to the extent prohibited by ~~the instrument~~this Amended and Restated Declaration and subject to any restrictions and limitations specified ~~therein, the association~~in this Amended and Restated Declaration, the Association shall have the power to grant easements, leases, and licenses through or over the ~~common area~~Common Area, to accept easements, leases, and licenses benefiting

the ~~development Submitted Property~~ or any portion ~~thereof of the Submitted Property~~, and to acquire or lease property in the name of the ~~association—Association~~. Property so acquired by the ~~association~~Association upon the recordation of the deed thereto or other instrument granting the same and designating property as ~~common area—Common Area~~ shall, for all purposes including without limitation taxation, be a part of the ~~common area—Common Area~~. The ~~association~~Association shall also have the power to acquire, lease, and own in its own name property of any nature, real, personal, or mixed, tangible or intangible; to borrow money; and to pledge, mortgage, or hypothecate all or any portion of the property of the ~~association~~Association for any lawful purpose within the ~~association's~~Association's inherent or expressly granted powers. Any third party dealing with the ~~association~~Association shall be entitled to rely in good faith upon a certified resolution of the ~~board of directors of the association~~Board authorizing any such act or transaction as conclusive evidence of the authority and power of the ~~association~~Association so to act and of full compliance with all restraints, conditions, and limitations, if any, upon the exercise of such authority and power.

C. The ~~association~~Association shall have the power to amend ~~this Amended and Restated Declaration~~, the ~~instrument, the articles~~Articles of ~~incorporation~~Incorporation, and the ~~bylaws~~Bylaws of the ~~association~~Association in such respects as may be required to conform to mandatory provisions of ~~this article~~the Act or of any other applicable law without a vote of the ~~lot owners~~Lot Owners.

D. In addition to any other duties and responsibilities as ~~the Act or this article or the instrument~~Amended and Restated Declaration may impose, the ~~association~~Association shall keep:

1. Detailed minutes of all meetings of the members of the ~~association~~Association and of the ~~board of directors~~Board;
2. Detailed and accurate financial records, including itemized records of all receipts and expenditures; and
3. Any books and records as may be required by law or be necessary to reflect accurately the affairs and activities of the ~~association~~Association.

~~E.—This Code section shall not be construed to prohibit the grant or imposition of other powers and responsibilities to or upon the association by the instrument.~~

~~FE.~~ Except to the extent otherwise expressly required by this ~~article~~Section 2.9, by O.C.G.A. Chapter 2 or 3 of Title 14-2 or O.C.G.A. Chapter 14-3, by this Amended and Restated Declaration, by the ~~instrument, Articles of Incorporation, or~~ articles of incorporation, or by the bylaws of the associationBylaws of the Association, the powers inherent in or expressly granted to the ~~association~~Association may be exercised by the ~~board of directors~~Board, acting through the officers, without any further consent or action on the part of the ~~lot owners~~Lot Owners.

~~GF.~~ A tort action alleging or founded upon negligence or willful misconduct by any agent or employee of the ~~association~~Association or in connection with the conditions of any portion of ~~the instrument~~this Amended and Restated Declaration which the ~~association~~Association has the responsibility to maintain shall be brought against the ~~association—Association~~. No ~~lot owner~~Lot Owner shall be precluded from bringing such an action by virtue of his membership in the ~~association—Association~~. A judgment against the ~~association~~Association arising from a tort action shall be a lien against the assets of the ~~association~~Association.

~~HG.~~ The ~~association~~Association shall have the capacity, power, and standing to institute, intervene, prosecute, represent, or defend in its own name litigation or administrative or other proceedings of any kind concerning claims or other matters relating to any portion of Submitted Property, including the lots~~Lots~~ or ~~common area~~Common Area, which the ~~association~~Association has the responsibility to administer, repair, or maintain.

Section 2.10 Assessments Against Lot Owners as Constituting Lien in Favor of Association; Additional Charges Against Lot Owners; Procedure for Foreclosing Lien; Obligation to Provide Statement of Amounts Due; Reference: O.C.G.A. Section 44-3-232 (2021)

A. All sums lawfully assessed by the ~~association~~Association against any ~~lot owner~~Lot Owner or ~~property owners' association~~~~lot~~Lot, whether for the share of the ~~common expenses~~Common Expenses pertaining to that ~~lot~~Lot, fines, or otherwise, and all reasonable charges made to any ~~lot owner~~Lot Owner or ~~lot~~Lot for materials furnished or services rendered by the ~~association~~Association at the ~~owner's~~Owner's request to or on behalf of the ~~lot owner~~Lot Owner or ~~lot~~Lot, shall, from the time the sums became due and payable, be the personal obligation of the ~~lot owner~~Lot Owner and constitute a lien in favor of the ~~association~~Association on the ~~lot~~Lot prior and superior to all other liens whatsoever except:::

1. Liens for ad valorem taxes on the ~~lot~~Lot;
2. The lien of any first priority mortgage covering the ~~lot~~Lot and the lien of any mortgage recorded prior to the recording of ~~the declaration~~this Amended and Restated Declaration; or
3. The lien of any secondary purchase money mortgage covering the ~~lot~~Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the ~~lot~~Lot.

The recording of ~~the declaration pursuant to this article~~Amended and Restated Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required.

B. ~~To the extent that the instrument provides, the~~The personal obligation of the ~~lot owner~~Lot Owner and the lien for assessments shall also include:

1. A late or delinquency charge not in excess of the greater of \$10.00 or 10 percent of the amount of each assessment or installment thereof not paid when due;
2. At a rate not in excess of 10 percent per annum, interest on each assessment or installment thereof and any delinquency or late charge pertaining thereto from the date the same was first due and payable;
3. The costs of collection, including court costs, the expenses required for the protection and preservation of the ~~lot~~Lot, and reasonable attorney's fees actually incurred; and
4. The fair rental value of the ~~lot~~Lot from the time of the institution of an action until the sale of the ~~lot~~Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

C. Not less than 30 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the ~~lot owner~~Lot Owner both at the address of the ~~lot~~Lot and at any other

address or addresses which the ~~lot owner~~Lot Owner may have designated to the ~~association~~Association in writing, the lien may be foreclosed by the ~~association~~Association by an action, judgment, and court order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The notice provided for in this ~~subsection~~Section 2.10 shall specify the amount of the assessments then due and payable together with authorized late charges and the rate of interest accruing thereon. No foreclosure action against a lien arising out of this ~~subsection~~Section 2.10 shall be permitted unless the amount of the lien is at least \$2,000.00. ~~Unless prohibited by the instrument, the association~~The Association shall have the power to bid on the ~~lot~~Lot at any foreclosure sale and to acquire, hold, lease, encumber, and convey the same. The lien for assessments shall lapse and be of no further effect, as to assessments or installments thereof, together with late charges and interest applicable thereto, four years after the assessment or installment first became due and payable.

D. Any ~~lot owner, mortgagee~~Lot Owner, Mortgagee of a ~~lot, person~~Lot, Person having executed a contract for the purchase of a ~~lot~~Lot, or lender considering the loan of funds to be secured by a ~~lot~~Lot shall be entitled upon request to a statement from the ~~association~~Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges and interest applicable thereto against that ~~lot~~Lot. Such request shall be in writing, shall be delivered to the registered office of the ~~association~~Association, and shall state an address to which the statement is to be directed. ~~Failure on the part of the association, within five business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five-day period with respect to the lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments created by this Code section~~Amended and Restated Declaration to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the ~~association~~Association and upon every ~~lot owner~~Lot Owner. Payment of a fee ~~not exceeding of \$10.00-, or such higher amount as may be required as permitted by applicable law and approved by the Board, is~~ a prerequisite to the issuance of ~~such a this statement if the instrument so provides, and the response period will not commence until the payment is received by the Association.~~

E. Nothing in this ~~Code section~~Section 2.10 shall be construed to prohibit actions maintainable pursuant to ~~Code~~O.C.G.A. Section 44-3-223 to recover sums for which ~~subsection (a) of this Code section~~Section 2.10(A) creates a lien.

Section 2.11 Right of and Procedure for Certain Property Owners to Take Control of Association When Declarant Fails to Meet Certain Obligations; Reference: O.C.G.A. Section 44-3-232.1 (2021)

A. Notwithstanding and prior to the usual expiration of the period of ~~the declarant's~~Developer/Declarant's right to control the ~~association~~Association pursuant to ~~any property owners' association instruments, the association's articles~~this Amended and Restated Declaration, the Articles of ~~incorporation~~Incorporation, or the ~~association's bylaws~~Bylaws, the right to control may

pass to the ~~property owners~~Lot Owners as provided in ~~this Code section~~the Act if the ~~declarant~~Developer/Declarant fails to do any of the following:

1. Incorporate or maintain an annual registration pursuant to subsection (a) of ~~Code~~O.C.G.A. Section 44-3-227;
2. Cause the ~~board of directors~~Board to be duly appointed and the officers to be elected pursuant to subsection (b) of ~~Code~~O.C.G.A. Section 44-3-227;
3. Maintain and make available to ~~owners~~Lot Owners, upon written request, a list of the names and business or home addresses of the ~~association's~~Association's current directors and officers;
4. Call meetings of the members of the ~~association~~Association in accordance with the provisions of the ~~association's bylaws~~Association's Bylaws at least annually pursuant to ~~Code~~O.C.G.A. Section 44-3-230;
5. Prepare an annual operating budget, establish the annual assessment, and distribute such budget and notice of assessment to ~~the owners~~Lot Owners in accordance with the ~~condominium~~Association instruments no later than 30 days after the beginning of the ~~association's~~Association's fiscal year; or
6. Pay property taxes on ~~common property~~Common Area of the ~~association~~Association for two or more years.

B. In the event that ~~the declarant~~Developer/Declarant fails to meet one or more of the obligations of this ~~Code section~~Section 2.11, then any ~~owner~~Lot Owner, acting individually or jointly with other ~~owners~~Lot Owners, may send ~~the declarant~~Developer/Declarant written notice of the failure to comply with such requirements and provide ~~the declarant~~Developer/Declarant a 30 day opportunity to cure the failure; and such notice shall be sent by certified mail or statutory overnight delivery to ~~the declarant's~~Developer/ Declarant's principal office. If ~~the declarant~~Developer/Declarant fails to cure any or all deficiencies identified in the notice within 30 days of such notice, then any ~~owner~~Lot Owner, acting individually or jointly with other ~~owners~~Lot Owners, shall have standing individually, and not solely through a derivative action, to institute an action in the ~~superior court of the county in which any portion of the property owner's association is located~~Court in order to obtain a declaratory judgment to grant the ~~owner~~Lot Owner or ~~owners~~Lot Owners control of the ~~association~~Association by ordering an election and setting the terms thereof, or issuing any other orders appropriate to transfer control of the ~~association~~Association. The ~~superior court~~Court shall have authority to hold a hearing and issue a summary ruling on said action at any time designated by the ~~court~~Court not earlier than 20 days after the service thereof, unless the parties consent in writing to an earlier trial. No discovery shall be had unless ordered by the ~~court~~Court for good cause. In addition, the ~~superior court~~Court shall be authorized to issue a summary ruling on the conveyance of any intended ~~common areas~~Common Areas or other property in the common interest community to the ~~association~~Association or other appropriate entity. If the ~~owner~~Lot Owner or ~~owners~~Lot Owners prevail in such action, then the ~~superior court~~Court shall award to the ~~owner~~Lot Owner or ~~owners~~Lot Owners all reasonable attorney's fees and costs incurred for the prosecution of such action. This ~~Code sections~~subsection shall not be the basis for any liability against any party or agent of any party outside of the exclusive remedies provided herein.

Section 2.12 Liberal Construction of Article; Substantial Compliance; Curing Defects by Amendment; Reference: O.C.G.A. Section 44-3-233 (2021)

The provisions of this ~~article~~Amended and ~~of an instrument recorded pursuant thereto~~Restated Declaration shall be liberally construed in favor of the valid establishment of a property ~~owners' owner's~~ association ~~pursuant to this article~~under the Act with respect to the ~~submitted property~~Submitted Property. Substantial compliance with the requirements of ~~this article~~the Act for the establishment of a property ~~owners' owner's~~ association shall suffice to ~~being property described in an instrument recorded pursuant to this article~~bring the Submitted Property within the purview and application of ~~this article~~the Act; and any defects in ~~such instrument~~this Amended and Restated Declaration or want of conformity with ~~this article~~the Act may be cured by an amendment thereto duly executed by the ~~association~~Association and recorded or, upon application of any ~~lot owner~~Lot Owner, with notice to ~~the declarant, the association~~Developer/Declarant, the Association, and all other ~~lot owners~~Lot Owners, by decree of ~~the~~ court.

Section 2.13 Inapplicability of Certain Parts of O.C.G.A. Section 44-5-60; Reference: O.C.G.A. Section 44-3-234 (2021)

The limitations provided in subsection (b) and paragraphs (1), (2), and (4) of subsection (d) of ~~Code~~O.C.G.A. Section 44-5-60 shall not apply to any covenants contained in ~~any instrument created pursuant to or submitted to this article~~this Amended and Restated Declaration.

Article III. ~~General Application.~~ Amended and Restated Provisions of the Original Declaration⁴

Section 3.1 General Application.

A. ~~This Amended and Restated Declaration is imposed to maintain the quality of residential purposes of West Point SSI and Developer/Declarant hereby declares and imposes the same upon all of the Submitted Property. The restrictions, covenants, limitations, easements, and other matters stated in this Amended and Restated Declaration apply to the Submitted Property and the use of all portions of the Submitted Property, including Lots and Common Area.~~

~~B. Each of the restrictions, covenants, limitations, conditions, reservations and easements made and set forth herein, and other matters stated in this Amended and Restated Declaration shall apply as if this Amended and Restated Declaration were set forth in its entirety in each Deed of Conveyance from the Developer/Declarant, and its successors or assigns in title, including each current Lot Owner, to any person, firm, corporation or entity, conveying or affecting any property in said subdivision of the Submitted Property. By the acceptance of any Deed to such property, any purchaser or grantee therein in the deed 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 of this Amended and Restated Declaration.~~

~~B. 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 SSI 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.~~

Section 3.2

A. ~~Annexation and Withdrawal.~~

~~A. Annexation by Developer/Declarant. Developer/Declarant may from time to time unilaterally subject to the provisions of this Amended and Restated Declaration all or any portion of property of West Point SSI or any adjacent or contiguous properties now owned or hereafter acquired by Declarant (the "the Additional Property"). The Developer/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 SSI the Additional Property, and provided that such transfer assignment is memorialized in a written, recorded instrument executed by Developer/Declarant.~~

⁴[This Article III is a redline showing the changes being proposed to Section 2 through 44 of the Restated Covenants.]

~~B.~~—Such annexation shall be accomplished by filing ~~an Amendment or Supplemental~~ a Declaration of Annexation in the Public Records describing the property being annexed. ~~Such Amendment or Supplemental~~ Declaration of Annexation shall not require the consent of Members ~~but shall require or Lot Owners, except for~~ the consent of the owner of ~~such~~ the property being annexed, if ~~other than Developer/Declarant is not the owner~~. Any ~~such~~ annexation shall be effective upon the filing ~~for record of such Amendment or Supplemental~~ Declaration of Annexation in the Public Records unless otherwise provided ~~therein~~.

~~C.~~—in the Declaration of Annexation. Nothing in this Amended and Restated Declaration shall be construed to require ~~the Developer/Declarant~~ or any successor or assign to annex or develop any of the Additional Property in any manner whatsoever. Developer/Declarant expressly reserves the right to alter any unsold ~~lot~~ Lot owned by Developer/Declarant as shown upon any plat or any portion ~~thereof of a plat~~, including the right to add or eliminate streets, lanes, easements, ~~alley~~ alley-ways, open areas, etc., so long as access shall be provided to any ~~lot sold by Developer~~ Lot sold by Developer/Declarant (and with this reserved right being an exception to the general prohibition in Section 2.9(A)(3)).

~~D.B.~~ Withdrawal of Property. ~~The Developer/Declarant~~ reserves the right to ~~amend this Declaration for the purpose of removing~~ remove any portion of ~~West Point SSI~~ the Submitted Property from the ~~coverage encumbrance and effect~~ of this Amended and Restated Declaration, by recording a Declaration of Withdrawal, provided such withdrawal is not contrary to the overall, uniform scheme of development ~~for of~~ West Point SSI. 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~~ any Lot or other part of West Point SSI, (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 secured by~~ the Units, Lots, or (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~~ Person other than the ~~owner~~ Owner of the property to be withdrawn, if the Owner is not the Developer/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 Developer/Declarant~~, however, then that property may be removed from the ~~coverage encumbrance~~ of this Amended and Restated Declaration for any reason. Once withdrawn, ~~such~~ the withdrawn property shall no longer be included in any reference ~~herein~~ to West Point Plantation SSI unless the ~~amendment to the Declaration of Withdrawal~~ effectuating the withdrawal states ~~contrary~~ otherwise. Any withdrawal shall be effective upon the filing of such Declaration of Withdrawal in the Public Records unless otherwise provided in the Declaration of Withdrawal.

~~E.C.~~ The rights and privileges reserved and set forth ~~herein~~ in this Amended and Restated Declaration shall ~~ensure~~ inure to the benefit of ~~the Developer/Declarant~~ and to ~~the Developer's~~

~~respective Developer/Declarant's successors and assigns and successors in title to whom the rights and privileges are expressly conveyed in a writing recorded in the Public Records.~~

F. ~~The D. Developer/Declarant~~ for itself and its successors and assigns makes no representation or ~~Warranty~~warranty as to the operation, management or use by any purchaser of any ~~lot~~Lot in ~~the subdivision~~West Point SSI nor to any future use of any other portions of the property that may be contiguous or adjacent to ~~the subdivision~~West Point SSI, nor does ~~the~~Developer/Declarant make any representation as to use, ownership or operation of any surrounding adjacent or contiguous properties.

E. The portion of the Submitted Property identified as Tract I is not a Lot for the purposes of this Amended and Restated Declaration, and will not be entitled to a vote or votes or subject to assessments under this Amended and Restated Declaration until it is subdivided into Lots by the recording of a subdivision plat in the Public Records identifying a Lot or Lots, and each Lot created by a recorded subdivision plat recorded in the Public Records will automatically become a Lot under this Amended and Restated Declaration as of the date of the recording of the subdivision plat, entitled to a vote and subject to assessment in the same manner as other Lots, without the requirement of a Declaration of Annexation or any other instrument being recorded.

Section 3.3 Streets. All streets and roads as shown upon the recorded ~~phase maps and~~plats of ~~the subdivision~~West Point SSI are private streets ~~and have not been conveyed to Glynn County, Georgia.~~ The sanitary sewers, storm sewers and potable water systems within West Point SSI have been or will be conveyed to Glynn County. ~~The irrigation system belongs, Georgia, or the JWSC. Access to West Point Plantation, LLC~~the private streets may be restricted by guard gates or access devices, and are subject to the rules and regulations established by the Board from time to time.

Section 3.4 Easements. There are reserved easements ~~as shown on the recorded phase maps and plats of said subdivision,~~ including easements for utilities, drainage, water, sewer and ~~such~~ other easements, as may be shown and depicted upon the ~~map or plat~~recorded plats for West Point SSI. In addition to the easements shown ~~and depicted upon~~ the ~~map or plat~~plats there is hereby reserved unto ~~the~~Developer/Declarant and unto its successors and assigns an easement ~~of five (5)-feet in width on each side of each lot~~Lot and ten ~~(10)-feet in width upon the front and rear of each lot.~~ These easementsLot, which may be used for any lawful purpose including utilities and drainage and for access to any other easement. ~~The lot owner~~Subject to Section 3.5(J), the Lot Owner may landscape, fence, and pave within these easements. However, damage to any improvements, caused by ~~the county~~Glynn County, JWSC, or others while performing any lawful purpose, will be repaired by the ~~lot owner~~Lot Owner at the ~~lot owner's~~Lot Owner's expense.

Section 3.5 Land Use and Restrictions.

A. Single Family. All ~~lots~~Lots and all property in ~~the subdivision shall~~West Point SSI may be used solely and exclusively for single family residential purposes ~~and no. No~~ other use is allowed , except as may be stated in Section 3.5(B. — No lots).

B. Commercial Uses. No Lots or portions of ~~lots~~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.~~improvements constructed upon a Lot, except that a Lot Owner or

occupant may conduct ancillary business activities, such as a home office, within the improvements on a Lot if:

1. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the improvements on the Lot;
2. the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a Lot without business activity;
3. the business activity is legal and conforms to all zoning requirements for the Lot;
4. the business activity does not unreasonably increase traffic in the Submitted Property excess of what would normally be expected for Lots without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
5. the business activity does not increase the insurance premiums of the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
6. the business activity is consistent with the residential character of the Lots and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as determined in the Board's discretion; and
7. the business activity does not result in a greater use of Common Area or Association services.

C. Detached Buildings. 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/Declarant.

D. One Family Group. No ~~property shall~~Lot may be occupied on a continual basis by more than one legally recognized family group.

E. Leasing. No Lot, including any improvements on a Lot, may be leased for a period of less than 180 days and any Lot so leased must be leased in its entirety; no leasing of a part of a Lot or improvements on a Lot, less the entirety of the Lot, is permitted. Leasing in this context includes any lease, license, or other occupancy right by which occupancy is exchanged for consideration or by barter. Any lease, license, or other agreement related to a Lot or the improvements on a Lot must include a provision making the lease subject to the terms of this Amended and Restated Declaration. ~~The property owner can rent to second-Lot Owner, and any tenant or other occupant under a lease, shall provide notice to the Association of the existence of the lease, the term of the lease, the 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, and the parties' contact information, within 10 days of the execution of the lease. The lease shall be permitted designate the Lot Owner or the tenants as the individuals who are entitled to use the Common Areas during the term of the Lease, and the individuals, including the Lot Owner, not so designated will not have a right to use the Common Areas during the term of the Lease.~~

E. ~~—~~ F. Unlawful Activities. No property shall be used for unlawful or illegal activities at any time.

~~F. — 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.”~~

~~G. — G. Certain Setbacks and Lot and Building Standards. All Lots shall be required to conform to the following standards: minimum Lot area: 12,000 square feet; minimum Lot width: 90 feet; minimum front yard setback: 20 feet; minimum side yard setback: seven feet on each side; minimum rear yard setback: seven feet; and maximum building height: 35 feet. On Lots having a frontage on more than one street, but not located on a corner, the minimum front yard setback must be provided for each street in accordance with the provisions of the Glynn County Zoning Ordinance. These minimum setbacks do not limit the Architectural Control Committee’s ability to impose additional setbacks to address unique site conditions for future construction where appropriate.~~

~~H. — Dual Facing of Residence. Any building~~improvement~~ constructed on a corner ~~lot~~Lot fronting or abutting on two or more streets shall be so designed and oriented on such ~~lot~~Lot as to present an attractive appearance from each street.~~

~~H. — Subdivision or Combination of Property. No lot(s) may be combined or subdivided. If a property owners owns two adjacent lots, and the owner wishes to apply setback requirements as they would exist had the two lots been combined into one, the owner may, but only if the owner only builds one single family residence total on the two lots. The owner acknowledges that this fictional combination is only as to determining setback requirements, and that the owner continues to be responsible for all assessments and other obligations under the Declaration for both individual lots.~~

~~I. — I. Subdividing of Property. No Lot may be subdivided or partitioned. Only one residence may be constructed upon each Lot. Two Lots may be combined into one Lot for the purpose of creating a larger Lot, but no more than one residence may be built on any Lot. If two Lots are combined into one Lot, then the combined Lot may not later be resubdivided without the approval of Developer/Declarant and the Architectural Control Committee. If two Lots are combined into one Lot, then the combined Lot will have the responsibility for, and votes assigned to, the two Lots as existed prior to the combination. Notwithstanding the foregoing, Lot 175A, which was combined into one Lot from two prior Lots prior to the date of this Amended and Restated Declaration, is considered one Lot for all purposes, including for purposes of assessment and voting.~~

~~J. — Architectural Approval ~~and~~; Landscape. No building ~~or~~, structure ~~or~~ other improvement may be built, erected, or maintained on any ~~lot~~Lot nor ~~shall~~may any addition be made or any exterior change to any building, structure, landscaping, or other improvement on a Lot be made unless and until the plans and specifications including the kind of material, exterior color schemes, location,~~

square footage, and landscaping ~~shall have~~has been submitted to and approved in writing by the Architectural Control Committee appointed by Developer or its successor and assigns./Declarant. The ~~Developer~~Architectural Control Committee shall have the right to approve and disapprove any such building or structure 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~~Architectural Control Committee shall have the absolute and discretionary right to take into consideration the proposed building, or other improvement, the material from which it is to be constructed, the ~~lot~~Lot upon which it is to be built and the harmony ~~thereof~~of the building, structure, or other improvement with the surrounding properties, taking into consideration the ~~outlook form appearance from~~ the adjacent or neighboring properties. ~~As~~The 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, and no work or construction on the Lot may commence until the plans have been approved in writing by the Architectural Control Committee.

JK. Landscaping. All ~~lots~~Lots shall be landscaped and the landscaping and grass shall be maintained continuously. All landscaping, design, and plant selection must be submitted to the Architectural Control Committee prior to beginning construction or installation, and no work, construction or installation on the Lot may commence until the design and selections have been approved in writing by the Architectural Control Committee ~~prior to beginning construction.~~ All landscaping shall be completed ~~within ninety (90) days from the date of~~promptly after completion of the ~~main structure~~residence on the Lot and all landscaping shall be done prior to the occupancy of the ~~premises~~residence. All landscaping shall be continuously maintained and irrigated.

KL. Irrigation. ~~All lawn, grass and landscaped areas shall be~~For Lots in Phase I that are connected to and 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~~Developer/Declarant, Developer/Declarant may bill the Lot Owner 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 charged by JWSC, or its successor, for water, which bills will be due within 30 days; of billing. Late payments are subject to a 1 1/2 % per month interest charge and attorney's fees and court cost, if legal action is required for collection. West Point Plantation, LLC costs in the same manner as assessments as stated in Section 2.10. Developer/Declarant reserves the right to limit the amount of water used by each lot~~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.~~

~~LM.~~ 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~~ Lot may be cut without written ~~consent~~ approval of the ~~West Point SSI Architectural Review~~ Architectural Control Committee, except any trees growing up on the site of any proposed structure approved by the Architectural Control Committee 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~~ residence.

~~MN.~~ Unrestricted Parking. Personal automobiles, including non-commercial trucks, station wagons, sport utility vehicles (SUV), and other personal vehicles may park in areas designated areas for parking in plans for the Lot approved by the Architectural Control Committee, or in other locations approved by the Board, in front ~~of, or~~ beside, and behind the ~~dwelling~~. ~~Parking of personal pick up trucks and boats not longer than twenty six (26) feet and their residence constructed on a Lot. Boats and trailers is allowed may be parked on concrete paved parking areas behind the dwelling. These pick up trucks must not have commercial signage or visible racks a residence.~~

~~NO.~~ Restricted Parking. No parking shall be allowed in any yard of any residence: on a Lot, on any sidewalk, or any right of way or road, except as stated in Section 3.5(P). 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~~ may be parked in the driveways or ~~designated~~ parking areas beside or in front of any ~~dwelling~~ residence 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~~ Boats and ~~their~~ trailers may be parked behind the ~~dwelling~~ residence.

~~OP.~~ Temporary Parking. ~~The~~ Parking, including parking of restricted vehicles listed ~~above may park in the designated~~ Section 3.5(N) and Section 3.5(O), is allowed in parking areas approved by the Board in front of, beside and behind the dwelling a residence for periods up to six ~~(6)~~ hours in any ~~twenty four (24) hour~~ period. Parking personal automobiles, including non-commercial trucks, station wagons, sport utility vehicles (SUV), and other personal vans vehicles 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. Parking is not permitted on any sidewalk. This ~~provision~~ Section 3.5(P) is to allow for parties and other temporary situations where parking for a large number of vehicles is required.

~~PQ.~~ 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 1-1/2 %, legal fees, court costs, and may result in the levy of a lien against the property Association, which may then assess the Lot Owner who is responsible, or whose guest or invitee is responsible, for the improperly parked vehicle, and due within 30 days of billing. Late payments are subject to collection costs in the same manner as assessments as stated in Section 2.10. Unpaid amounts will constitute a lien against the Lot Owner who is responsible, or whose guest or invitee is responsible, for the improperly parked vehicle. The Board may also assess reasonable fines for the violation of these parking restrictions.~~

~~QR.~~ QR. Parking ~~during construction~~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~~residence except that vehicles must be parked on the ~~lot~~Lot or on the road right of way next to the ~~lot~~Lot and not on sidewalks, in areas approved by the Architectural Control Committee from time to time.

~~RS.~~ RS. Antennas and Satellite Dishes. Satellite dishes are permitted within ~~the Development. All Satellite West Point SSI.~~ Subject to applicable law, satellite dishes ~~shall~~may not have a ~~maximum~~ diameter ~~of~~greater than one meter. Satellite dishes shall be mounted behind the front line of the ~~dwelling~~residence and in a location not visible from any street and landscaped on all sides. The location and description, including specifications, of any satellite dish must be submitted to the ~~ARB~~Architectural Control Committee for review prior to installation ~~for approval,~~ and no work or installation on the Lot related to the satellite dish may commence until the location and description of the work has been approved in writing by the Architectural Control Committee.

~~ST.~~ ST. 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~~residence may extend down the side of the ~~house~~residence. An area for the parking of two cars is required beside the driveways. Walkways, patios, and parking areas behind ~~the house~~a residence may be constructed. The material in all paving shall be concrete or brick pavers. All paving shall be constructed before or immediately after the occupancy of the residence.

~~FU.~~ FU. Hedges, Fences, Walls. Hedges, fences or walls must be placed as a separation between ~~properties.~~ (See the site planning standards Item 2 Hedges, Lots. No new vinyl fences may be installed after the recording of this Amended and walls.) Restated Declaration, except as permitted by Section 4.6.

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

~~VW.~~ VW. Nuisance. There shall not be erected, constructed, committed, maintained, used or operated on any of ~~the property in the subdivision~~West Point SSI any nuisance of any kind or character whatsoever. No trash, rubbish, garbage or debris or other material shall be deposited on any ~~lot~~Lot except in trash disposal structures that are located behind the ~~house~~residence on the Lot. 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~~may be carried out on nor ~~shall~~may anything be done which is or may become an unreasonable annoyance or nuisance to ~~the neighborhood or to any person~~Person in ~~the subdivision~~West Point SSI.

~~WX.~~ WX. Animals. No livestock, fowl or other animal except a reasonable number of domestic dogs and cats ~~shall~~ as determined by the Board, may be kept on any ~~lot~~Lot. No dogs or cats may be kept on any ~~lot~~Lot or house in any residence for any commercial purpose including breeding for sale. All permitted animals must be kept on the property of the ~~owner~~Lot Owner or be under direct control of the ~~owner~~Lot Owner on a leash ~~if on a common area within the subdivision. Any.~~ Plans for any outside pet houses must be approved in advance by the West Point SSI POA, Inc. submitted to the

Architectural Control Committee prior to construction or installation, and no work, construction or installation may commence until the plans have been approved in writing by the Architectural Control Committee.

~~XY.~~ Maintenance of Dwelling, Lawns and Property. ~~The owner of each lot or each residence~~ Each Lot Owner shall keep the exterior of the ~~dwelling, residence, and other improvements, including~~ any fences or wall, and all grass and landscaping, properly maintained and shall keep ~~said lot~~ the Lot in a good and aesthetically pleasing condition and free of all rubbish and undergrowth, tall grass, or any other unsightly or undesirable materials. ~~or conditions.~~ Failure to do so by ~~an owner~~ shall a Lot Owner will constitute a direct violation of these restrictions ~~and shall, which may~~ be specifically ~~enforceable~~ enforced by the ~~West Point SSI POA Association.~~ The ~~West Point SSI POA, shall~~ Association may give written notice to ~~owner~~ a Lot Owner of any such deficiency; ~~owner shall and the Lot Owner will~~ have ~~thirty (30)~~ thirty (30) days from receipt of ~~said the~~ notice to cure the deficiency. Should ~~owner~~ the Lot Owner fail to timely cure ~~said the~~ deficiency, the ~~West Point SSI POA, is authorized to~~ Association may, among its other remedies, employ personnel to enter onto the ~~property~~ Lot and maintain the exterior of any ~~dwelling, residence, other improvements,~~ or landscaping that the ~~owner~~ Lot Owner fails to do, and to levy and assess against the ~~owner~~ Lot Owner the reasonable cost ~~thereof of such work and maintenance, which shall be due within 30 days of billing.~~ This reservation on behalf of the ~~West Point SSI POA, shall~~ Association does 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 1/2% interest, legal fees, court cost for maintenance. Late payments are subject to collection and any resulting levy of a lien against the property costs in the same manner as assessments as stated in Section 2.10.

~~YZ.~~ Wells and Drilling. No oil drilling or mining ~~shall be~~ is permitted upon any ~~lot~~ Lot or under any ~~lot~~ Lot. Nor ~~shall may~~ any tanks, tunnels, derricks, or other structures in conjunction ~~therewith with~~ drilling or mining be used, permitted, or maintained upon any ~~lot.~~ Owners Lot, provided Lot Owners for Lots that are not connected to the master irrigation system may drill or operate a private well for irrigation water with written approval from the ~~ACC.~~ Architectural Control Committee.

~~ZAA.~~ Potable Water and Sewer Service. Potable water, sanitary sewer, and storm sewer services are to be furnished by Glynn County or JWSC through arrangements ~~made by the~~ property owner Lot Owner.

~~AA.~~ ~~BB.~~ Irrigation Water. Irrigation water provided by the irrigation system is not for potable usage.

~~CC.~~ ~~BB.~~ Out Buildings. All structures placed behind the rearmost wall of the principal house residence must go through the same approval process as the ~~house itself~~ residence with the Architectural Review Control 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.

~~CCDD.~~ Docks and Boats on Lakes or Watercourses. ~~Neither~~ No docks, gazebos, boat houses nor any other structure ~~shall may~~ be built by ~~property owners~~ a Lot Owner on any lake, marsh or other body of water, nor ~~shall may~~ any boat, canoes, or water oriented recreational equipment be kept or

maintained on ~~such lot~~any Lot adjacent to the water or on or in any lake or pond or body of water within ~~the subdivision~~West Point SSI at any time. Provided, Developer/Declarant or the Association may construct docks, gazebos, boat house, pier, or other structures for community access to a lake or watercourse.

~~DD.~~ EE. Fishing. ~~Fishing shall~~Subject to rules or regulations that may be established by the Board from time to time, fishing is permitted within any Common Areas on a catch and release basis only, and ~~must be by the property owner and his~~by a Lot Owner or a Lot Owner's guests, from the shoreline of ~~a property owner's individual lot~~the Lot Owner's Lot or from the shoreline of a ~~common area by any property owner and his guests~~Common Area designated for fishing by the Board from time to time.

~~FF.~~ EE. Swimming. ~~There shall be no~~No swimming is permitted in any lake or pond or other body of water within ~~the subdivision~~West Point SSI at any time except in swimming pools ~~that are properly supervised and protected, and have been~~approved by Glynn County, the ~~Developer and for the Property Owner's Association~~Architectural Control Committee, or located within the Common Area.

GG. ~~FF.~~ Signs. No sign of any type may be placed on a ~~lot~~Lot or ~~dwelling~~residence or inside a ~~dwelling where it would be~~residence that is visible from the street or another ~~lot~~Lot without the ~~specific written permission~~approval of the ~~Property Owners Association and those~~Architectural Control Committee and approved signs will be limited to one ~~(1) builders~~builder's sign no larger than two by three ~~(2x3)~~feet to be displayed during construction and removed before occupancy. ~~There will be no~~No "For Sale" or "For Rent" signs displayed are permitted anywhere ~~on the property. The~~within West Point SSI, provided, Developer~~shall be/Declarant is~~ exempt from this ~~subsection.~~Section 3.5(GG).

HH. ~~GG.~~ Exterior Lights. Exterior flood lights ~~are may~~ not ~~to~~ be directed toward any other ~~lot~~Lot or Common Area in ~~the subdivision. (see Master Guidelines Site Planning Standards #3 Exterior Lighting)~~West Point SSI.

II. ~~HH.~~ Prohibited Vehicle Operation. No all-terrain vehicles (ATVs) or motorized two ~~(2)~~or three ~~(3)~~wheeled vehicles, other than golf carts, ~~are to may~~ be operated ~~on the property~~within West Point SSI at any time. Sidewalks are limited to use by pedestrians and foot pedal propelled bicycles and wheelchairs only. Golf carts use may be subject to rules established by the Board from time to time.

Section 3.6 Covenants Running with the Land. This ~~declaration~~Amended and Restated Declaration is and shall be constructed as a covenant running with the land and shall apply to and be binding upon the ~~property~~Submitted Property and upon all ~~persons~~Persons owning or occupying any part of the ~~property~~Submitted Property and is and shall be enforceable by ~~the developer~~Developer/Declarant, its successors and assigns, the ~~property~~owners associationAssociation, or by any ~~person~~Person who at any time ~~shall own any property in~~owns any part of the Submitted Property, including the ~~subdivision. These restrictions~~Lot Owners. This Amended and Restated Declaration may be ~~enforceable~~enforced by law or in equity. The failure to enforce any one or more of these ~~restrictions shall in no way be deemed to be~~covenants, conditions, restrictions, easements, or other matters stated in this Amended and Restated Declaration, is not a

waiver of the right to do so thereafter for any subsequent breach ~~thereof~~. In the event that any one provision or portion of ~~these restrictions shall be~~ this Amended and Restated Declaration is deemed unenforceable the same shall be considered severable and the remainder ~~thereof of this Amended and Restated Declaration~~ 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 remaining unaffected terms and conditions.~~ This Amended and Restated Declaration is intended to have perpetual duration, and to benefit from O.C.G.A. Section 44-3-234. Notwithstanding the foregoing sentence, to the extent that O.C.G.A. Section 44-4-60(b) is deemed to apply to this Amended and Restated Declaration, this Amended and Restated Declaration shall have a period term of ~~twenty five (25)~~ 20 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, and shall automatically renew for successive 20 year periods, without limitation on the number of ten (10) years each renews, unless ~~an instrument changing or eliminating these covenants shall in whole or in part be accomplished~~ this Amended and Restated Declaration is terminated as provided by law, stated in O.C.G.A. Section 44-4-60(d)(1).

Section 3.7 Property Owners Association. Every ~~person~~ Person who owns a ~~lot~~ Lot in ~~said subdivision shall~~ West Point SSI is automatically ~~be~~ a member of the ~~West Point SSI POA, Inc., a non-profit Georgia corporation organized and operated for the benefit of owners of all property in the subdivision.~~ Association. Membership in the Association is subject to the terms and conditions set forth in this Amended and Restated Declaration, 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~~ Lot and membership ~~shall be~~ is appurtenant to and may not be separated from the ownership of a ~~lot which is subject to assessment by the Association.~~ Lot. Ownership of ~~such a lot~~ Lot is ~~and shall be~~ the sole qualification for membership in the ~~Property Owners~~ Association. The ~~West Point SSI POA, Inc.~~ Association is created and shall be operated in accordance with the ~~Georgia Property Owners Association Act, Georgia Law 1994, No. 4879 Act~~, and all terms, provisions, conditions and definitions included ~~therein the Act~~ shall be applicable unless or except modified by ~~the Articles of Incorporation, the Bylaws, or these Declarations,~~ this Amended and Restated Declaration.

Section 3.8 Association Assessments.

A. The following ~~services~~ items, without limitation, are included in the ~~Property Owner's Association fee - Maintain and keep up common areas. This includes but is~~ Association's assessments: maintenance of Common Areas (including but not limited to the mowing, fertilizing, planting and irrigation of parks, islands, entry ways, ~~twenty (20) foot wide~~ landscaping screens on West Point Drive and the two entries. ~~Repair, the clubhouse and pool, and other amenities~~; repair and replacement of ~~common area~~ 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, road way lights and electricity, lakes and wetlands; insurance; and administrative, professional, and other costs related to the operation of the Association and considered appropriate by the Board from time to time.

~~The B. Developer/Declarant has set aside sufficient land for a future amenities, such as a clubhouse, pool and tennis courts. The Developer/Declarant, at the Developer's expense, will construct these amenities has constructed a clubhouse and pool according to the Developer's designs and specifications as soon as, and the Property Owner's Association approves their addition, assumes has approved and accepted the clubhouse and pool as part of the Common Area, and assumed the responsibilities, financial and otherwise, for the cost of operation, maintenance, and upkeep and agrees to have these, which costs added to the association fee may be assessed to Lot Owners as part of the Common Expenses.~~

~~Administrative, professional, and other costs related to the operation of the Property Owner's Association are included in the fee. The C. Developer/Declarant shall pay association Association assessments for lots in Phases brought under this Lots submitted to this Amended and Restated Declaration (whether originally included or added as Additional Property) during such time that Developer owns such lots and such lots under a Supplemental Declaration) while it owns the Lots and the Lots are subject to this Amended and Restated Declaration as original or Additional Property."~~

~~D. The association shall have Association has the right and the duty to levy and assess assessments and fees against each lot in the subdivision that is a part of a Phase brought under this Declaration." Lot in West Point SSI. Such fees and assessments shall will cover the normal cost of operation of the Association, including reserves, and maintenance of the services previously enumerated and shall Common Area and may also 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 lots in Phases brough under this Declaration (whether originally included or added as Additional Property). Lot Owner with this Amended and Restated Declaration.~~

~~E. The assessments shall be allocated among the Lots as follows: each Lot shall be assessed a fractional share of the total Common Expenses, with the share being the Common Expenses multiplied by the fraction resulting from dividing one Lot by the total number of Lots in West Point SSI (except in the case of two or more Lots which are combined into one Lot after the date of this Amended and Restated Declaration, which combined Lot will have a share equal to the total share of the Lots prior to combination into one Lot).~~

Section 3.9 Lien ~~for~~ Assessments. All assessments unpaid on any ~~lot~~ Lot shall constitute a lien against that ~~lot~~ Lot, as stated in Section 2.10(A) which may be enforced by the Association as ~~is provided for by Georgia law. The Property Owners stated in the Act. The Association shall have the right to may~~ enforce ~~these~~ the covenants, conditions, restrictions, easements, and other matters stated in this Amended and Restated Declaration and any rules or regulations ~~they the Association may~~ promulgate in any action at law or in equity.

Section 3.10 Voting Rights. Members in the Association ~~shall be~~ are entitled one vote for each ~~lot~~ Lot in which they hold ~~the~~ 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/Declarant. Because ~~the~~ Developer/Declarant has incurred, and will continue to incur substantial development and start-up costs, ~~the~~ Developer/Declarant desires to control voting membership until ~~the~~ Developer/Declarant can be assured of the completion of ~~The~~the development plans. Therefore, until ~~the~~ Developer/Declarant has sold ~~one hundred percent (100%)~~% of the lots in West Point Plantation, ~~the all current and possible future phases of West Point SSI, including Lots and Common Area that may be created from any of the Additional Property and submitted to this Amended and Restated Declaration by a Declaration of Annexation in the future,~~ Developer/Declarant shall have a ~~Special Voting Membership~~special voting membership by which it shall be entitled to the same number of votes as are collectively held by all the ~~members of the association~~Association, plus one (~~except in the case of amendment of this Amended and Restated Declaration in which case, Section 2.5(A)(1) will control, and except in the case of amendment of the Design Guidelines, in which case Section 4.1(A) will control~~). This ~~Special Voting Membership shall~~special voting membership will cease after ~~one hundred percent (100%)~~% of the lots ~~are in all current and possible future phases of West Point SSI have been sold by Developer/Declarant to a party not holding the status of Developer/Declarant, or at such time the Developer will elect to discontinue the Special Voting Membership as Developer/Declarant elects by recording a termination of special voting membership in the Public Records.~~ Voting rights of ~~lot owners~~Lot Owner are suspended during any period of time when the ~~property owner~~Lot Owner is more than ~~thirty (30)~~ days delinquent in paying any assessments. ~~So long as any lot in West Point SSI remains owned by Developer, and Developer has not yet elected to discontinue the Special Voting Membership, the Developer/Declarant is a de facto member of the Association.~~2 during the special voting membership period.

Section 3.11 ~~Member's~~Members Rights in Common Areas and Enjoyment. Every member ~~shall have~~has a right and easement into the ~~streets~~streets and roads or any other portion of the facilities owned and maintained by the Association as Common Area and now or ~~hereafter~~in the future 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~~ (right and easement stated in this Section 3) ~~Wetlands. The aforementioned right and easement.~~11 shall be appurtenant to and pass with the ~~Title~~title to every ~~lot~~Lot, subject to the following:

- A. The right of the Association, acting through the Board, 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);~~Lot;
- 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~~this right to the Association shall in no way limit or suspend

the rights of ~~the~~ Developer/Declarant or any other individual to enforce compliance by law or in equity, ~~The Association shall have the right to levy a 1/2% 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.~~

Section 3.12 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 Articles of Incorporation and 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 SSI remains owned by Developer/Declarant, and Developer/Declarant has not yet elected to ~~discontinue the Special Voting Membership, the terminate the special voting membership,~~ Developer/Declarant may, as an exercise of its ~~Special Voting Membership,~~ elect special voting membership, appoint three separate representatives of Developer/Declarant as the three Board members of the Association.

Section 3.13 Pool & Clubhouse Rules. NO LIFEGUARD ON DUTY. ~~The Homeowner~~ Each Lot Owner and each Person using the Common Areas, including the pool and clubhouse facility, accepts the risks ~~related to~~ associated with the use of the Pool and Clubhouse facility ("Facility"). ~~West Point SSI POA, Inc. ("POA") is totally~~ Common Areas. The Association is responsible for the operation and maintenance of the Facility Common Areas and all related costs. The season, days, and hours of use and rules and regulations for the use of the Facility Common Areas, which may be amended by a majority vote of the Board ~~of the POA~~, are posted at the Facility pool and ~~a copy of same is~~ clubhouse facility and available upon written request to the principal office address of the ~~POA as listed with the Georgia Secretary of State at the time of such request~~ Association.

Article IV. Additional and Newly Adopted Provisions⁵

Section 4.1 Design Guidelines.

A. The Architectural Control Committee has established design guidelines for West Point SSI as stated in Exhibit C. The Architectural Control Committee may in its discretion establish, amend, expand, rescind, or repeal Design Guidelines from time to time, to provide for generally permitted or required designs, building materials, and dimensions for buildings, structures and other improvements and landscaping within West Point SSI, provided that any change to the Design Guidelines after the date of this Amended and Restated Declaration must be approved by the agreement of Lot Owners of Lots to which a majority of the votes in the Association pertain; provided, however, that, during any such time as there shall exist an unexpired option to add any additional property to the subdivision or the Association or during any such time as Developer/Declarant has the right to control the Association under this Amended and Restated Declaration, the agreement shall be that of Developer/Declarant and the Lot Owners of Lots to which a majority of the votes in the Association pertain, exclusive of any vote or votes appurtenant to any Lot or Lots then owned by Developer/Declarant. The Design Guidelines may also establish criteria for contractors, limitations on hours of operation, application fees, security deposits, and other requirements for commencing design review or construction, and for providing assurance that any work or improvements will be performed or constructed in accordance with the approved plans.

B. The Design Guidelines may be enforced in the same manner as this Amended and Restated Declaration, including without limitation by imposing fines against a Lot Owner who is, or whose builder is, in violation of the Design Guidelines. The Architectural Control Committee may also establish requirements on a case by case basis for builders who fail to comply with the Design Guidelines, including additional deposits, fines, special rules for construction, and may temporarily or permanently ban contractors who it determines to be habitual violator, provided, the contractor and Lot Owner contracting with the contractor are given prior notice and an opportunity to be heard at a hearing prior to the proposed action.

C. The Architectural Control Committee may also establish policies from time to time to exempt from design review activities that constitute routine maintenance or replacement of items that have previously been approved and that require minimal work or disturbance to other Lot Owners, or activities that require work or improvements only to the interior of a structure and that require minimal work or disturbance to other Lot Owners.

Section 4.2 Provision for Special and Specific Assessments. In addition to annual assessments to be assessed as stated in Section 3.8, the Board may also impose special assessments, specific assessments, and transfer assessments, as stated in this Section 4.2.

A. Special assessments may be assessed against one or more Lots and Lot Owners to fund or collect for: (i) Common Expenses if the anticipated annual assessments are less than the Common

⁵ [DRAFTER'S NOTE: This Article IV includes proposed amendments to the Restated Covenants recommended by the drafter. This Article is not in the original Restated Covenants.]

Expenses for a fiscal year, (ii) capital expenses, (iii) reserves, and (iv) unbudgeted, extraordinary, or other expenses the Board determines to address outside of the operating budget or any budget for reserves. To be effective, a special assessment must be approved by a majority vote of the Association prior to its implementation, provided, during the period of the special voting membership described in Section 3.10, the vote must include the affirmative vote of the Developer/Declarant and a majority of the vote of the Association excluding any votes pertaining to the Developer/Declarant.

B. Specific Assessments may be assessed against one or more Lots and Lot Owners to fund or collect for: (i) costs associated with special or disproportionate benefits, items or services provided to or benefiting less than all the Lots at the request of a Lot Owner, which assessments may be levied before or after the delivery of the benefit, item or service; (ii) costs associated with any Common Expenses benefiting less than all the Lots, including costs associated with the maintenance of and insurance for any Limited Common Areas assigned to one or more but less than all Lots, provided such costs are equitably assessed among all Lots benefited by the Common Expenses, as determined by the Board; (iii) costs incurred by the Association because of the conduct of an Owner or their invitees; costs associated with bringing a Lot or other property into compliance with this Amended and Restated Declaration, or rules and regulations of the Board; (iv) fines, charges or penalties imposed by the Association against a Lot or a Lot Owner pursuant to this Amended and Restated Declaration; and (v) any other costs owed by a Lot Owner to the Association.

C. Transfer Assessments may be assessed against one or more Lots and Lot Owners to collect a working capital contribution to the Association, to be paid by a purchaser of a Lot at the closing of its purchase, in an amount not to exceed one-sixth of the annual assessment for the Lot for the year of the closing. To be effective, a transfer assessment must be approved by a majority vote of the Association provided, during the period of the special voting membership described in Section 3.10, the vote must include the affirmative vote of the Developer/Declarant and a majority of the vote of the Association excluding any votes pertaining to the Developer/Declarant.

Section 4.3 Additional Provisions for Rules and Regulations.

A. The initial rules and regulations are stated in Exhibit D. The Board may establish, amend, expand, rescind, or repeal one or more of the rules and regulations from time to time with a majority vote of the Association (including by the vote of the Developer/Declarant during the period of special voting membership) or without a vote of the Lot Owners, provided any change to the rules and regulations established by the Board without a vote of the Lot Owners that materially adversely affects title, use, development, access, easements or other material rights or duties to, benefitting, or burdening a Lot will not burden that Lot unless the Lot Owner consents to the change in writing, and provided that no rules and regulations may impair any exclusive right reserved by or granted to Developer/Declarant, or any rights granted under any recorded easement or restrictive covenant.

B. Notice of rules and regulations may be given by mailings to Lot Owners by publication in a community newsletter, community website, or community mailing, by posting in a conspicuous manner within the Common Area, or by any other means considered appropriate by the Board from time to time. The Board will make a copy of the rules and regulations available to Lot Owners upon written request. Failure to receive or obtain a copy of the rules and regulations will not excuse compliance with them.

Section 4.4 Advisory Committee. During the period of the special voting membership described in Section 3.10, Developer/Declarant may appoint an advisory committee, consisting of three or more Lot Owners, to serve in an advisory capacity to the Architectural Control Committee and the Board. If appointed, members of the advisory committee will serve at the pleasure of Developer/Declarant, for terms designated by Developer/Declarant from time to time.

Section 4.5 Limitation of Liability. The design review process, and any inspection of the work or improvements on any Lot are intended to facilitate the development of West Point SSI consistent with the vision established by the Architectural Control Committee from time to time. They are not intended and are not designed to provide any assurance that any plans, work, or improvements are suitable for any other purpose. Neither the Association nor the Architectural Control Committee owes a duty to any Person under Section 3.5(J), Section 3.5(K), or this Section 4.5. By approving plans, work, or improvements, none of the Association, the Architectural Control Committee, nor any Person representing or affiliated them, makes any representation or warranty, express or implied, relating to the conditions of any Lot or the suitability of the plans, any work, or any improvements considered, including without limitation, any representation or warranty relating to title to land, restrictive covenants, easements, access, site conditions, elevations, stability of soils, wetlands, drainage, susceptibility to flooding, the presence or absence of hazardous materials or conditions, availability and cost of utility connections, engineering or structural design, quality of materials, construction standards, competency of contractors, compliance with applicable building codes, permitting requirements, zoning, or other applicable law, or that any work performed or improvements constructed within West Point SSI will be of comparable quality, value, size, or similar design with any other work or improvements within West Point SSI. None of Developer/Declarant, Association, the Board, or the Architectural Control Committee, or any Person representing or affiliated with them, will be liable in damages to any Person for any matter arising from any plans, work, or improvements considered, including without limitation by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with approval, with or without conditions, or disapproval, or failure to approve or disapprove, or any suggestions to modify or revise plans, work, or improvements.

Section 4.6 Effect of Prior Approvals. Improvements on any Lot (including landscaping improvements) that were approved and constructed pursuant to the rules in effect at the time of the approval, including under the Original Declaration, or any then applicable design guidelines, are approved, and those improvements do not have to comply with the architectural or design provisions of this Amended and Restated Declaration, or the Design Guidelines, provided, if the improvements are completely destroyed and cannot be reconstructed within 18 months after the destruction in the same manner as previously approved, any reconstruction or new construction must comply with the architectural and design provisions of this Amended and Restated Declaration, and any Design Guidelines then in effect. Any other improvements or modifications to improvements on a Lot must comply with the architectural and design provisions of this Amended and Restated Declaration, and any Design Guidelines then in effect.

IN WITNESS WHEREOF ~~the undersigned developer~~Developer/Declarant has ~~hereunto~~ caused this ~~declaration~~Amended and Restated Declaration to be executed by and through its ~~Managing Member~~managing member, as of the day and year first above written.

IN WITNESS WHEREOF the joining Lot Owners, who constitute a Super-Majority of Lot Owners, have each caused this Amended and Restated Declaration to be executed by them or their authorized signatory, as of the day and year first above written.

Exhibit ~~D~~A

Submitted Property

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, being more particularly described below as Tracts A-I, as follows:

TRACT A

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION" as all of lots 157, 158, 159, 160, 161, 162, 163, 164, 166, 167, 169, 172, 173, 174, 176, 177, 178, 179, 180, 181, 182, 183, 185, and 186, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT B

All that certain lot, tract or parcel of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION" as the parcel bordered on the west by Manley Street and on the east by Robertson Circle, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT C

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary Nevill, GRLS No. 2401, dated February 25, 2021, and recorded in Plat Book 35, Page 178, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF: LOT 165, PHASE I, WEST POINT PLANTATION" as all of lots 165 and 168, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT D

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company,

LLC, certified by Gary R. Nevill, GRLS No. 2401, dated December 12, 2019, and recorded in Plat Book 34, Page 478, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF: PHASE II, WEST POINT PLANTATION" as all of lots 111, 112, 113, 114, 115, 116, 126, 127, 128, 151, 152, 155, 156, and 188, West Point Plantation, Phase II.

Reference is hereby made to said plat and to the record thereof for further purposes of description and identification of said real property and for all other purposes.

TRACT E

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, GRLS No. 2401, dated March 8, 2022, and recorded in Plat Book 35, Page 419, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF LOTS 110, 170 AND 197, PHASE IIA, WEST POINT PLANTATION" as all of lots 110, 170 and 197, West Point Plantation, Phase II.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT F

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, PLS No. 2401, dated December 5, 2022, and recorded in Plat Book 36, Page 160, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF LOTS 236 & 237, PHASE IIA, WEST POINT PLANTATION" as all of lots 236 and 237, West Point Plantation, Phase IIA.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT G

All streets, roads and rights-of-ways situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION", as all of West Point Plantation Parkway, Wall Street, Manley Street, and Robertson Circle.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT H

All that certain lot, tract or parcel of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Jackson Surveying, Inc., certified by David E. Dowdy, Georgia Registered Land Surveyor No. 3395, dated April 14, 2021, and recorded in Plat

Book 35, Page 232, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "MAP TO SHOW COMBINATION SURVEY OF LOT 175A, PHASE I, WEST POINT PLANTATION" as all of Lot 175A, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT I

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D. 25, GLYNN COUNTY, ST. SIMONS ISLAND, GEORGIA, AS SHOWN ON A PLAT BY SHUPE SURVEYING COMPANY, P.C. AND CERTIFIED BY GARY R. NEVILL, GEORGIA PLS# 2401, TITLED "PRELIMINARY PLAT OF: PHASE III AND IV, WEST POINT PLANTATION", DATED 10/22/19 AND LAST REVISED ON 7/22/21 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHERLY ENTRANCE TO WEST POINT PLANTATION (SUBDIVISION), SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY AND THE EASTERLY RIGHT-OF-WAY OF WEST POINT DRIVE, PROCEED ALONG SAID RIGHT-OF-WAY OF WEST POINT DRIVE SOUTH 14 DEGREES 15 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 166.73 FEET TO THE POINT OR PLACE OF BEGINNING; THENCE PROCEED THROUGH THE LANDS OF WEST POINT PLANTATION, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 44 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 66 DEGREES 41 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 98.99 FEET TO A POINT; THENCE NORTH 70 DEGREES 24 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 115.76 FEET TO A POINT; THENCE SOUTH 70 DEGREES 23 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 100.04 FEET TO A POINT; THENCE SOUTH 62 DEGREES 57 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 151.59 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 28.95 FEET, (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 25 DEGREES 25 MINUTES 38 SECONDS WEST, AND A CHORD LENGTH OF 26.49 FEET) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY; THENCE PROCEED ALONG SAID RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 11.65 FEET, (SAID CURVE HAVING A RADIUS OF 243.00 FEET, A CHORD BEARING OF SOUTH 68 DEGREES 16 MINUTES 21 SECONDS EAST, AND A CHORD LENGTH OF 11.64 FEET) TO A POINT; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 6.47 FEET TO A POINT; THENCE SOUTH 73 DEGREES 56 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 40.11 FEET TO A POINT; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 21.81 FEET TO A POINT; THENCE PROCEED THROUGH THE LANDS OF WEST POINT PLANTATION, LLC, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 31.04 FEET, (SAID CURVE HAVING A RADIUS OF 20.80

FEET, A CHORD BEARING OF SOUTH 67 DEGREES 36 MINUTES 26 SECONDS WEST, AND A CHORD LENGTH OF 28.24 FEET) TO A POINT; THENCE SOUTH 69 DEGREES 07 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 36.83 FEET TO A POINT; THENCE SOUTH 63 DEGREES 48 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 85.38 FEET TO A POINT; THENCE SOUTH 54 DEGREES 41 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 39.73 FEET TO A POINT; THENCE SOUTH 61 DEGREES 52 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 28.44 FEET TO A POINT; THENCE SOUTH 46 DEGREES 45 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 27.84 FEET TO A POINT; THENCE SOUTH 34 DEGREES 32 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 61.07 FEET TO A POINT; THENCE SOUTH 35 DEGREES 22 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 30.57 FEET TO A POINT; THENCE SOUTH 06 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 82.01 FEET TO A POINT; THENCE SOUTH 20 DEGREES 49 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 88.68 FEET TO A POINT; THENCE SOUTH 33 DEGREES 06 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 105.47 FEET TO A POINT; THENCE SOUTH 19 DEGREES 11 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 150.05 FEET TO A POINT; THENCE SOUTH 28 DEGREES 16 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 71.23 FEET TO A POINT; THENCE SOUTH 23 DEGREES 29 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 71.74 FEET TO A POINT; THENCE SOUTH 26 DEGREES 29 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 93.82 FEET TO A POINT; THENCE SOUTH 24 DEGREES 18 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 156.70 FEET TO A POINT; THENCE SOUTH 23 DEGREES 50 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 127.54 FEET TO A POINT; THENCE NORTH 65 DEGREES 38 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 108.69 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 31.93 FEET, (SAID CURVE HAVING A RADIUS OF 20.90 FEET, A CHORD BEARING OF SOUTH 21 DEGREES 52 MINUTES 59 SECONDS EAST, AND A CHORD LENGTH OF 28.91 FEET) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY NORTH 65 DEGREES 38 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 80.99 FEET TO A POINT; THENCE THROUGH THE LANDS OF WEST POINT PLANTATION, LLC, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 30.28 FEET, (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 70 DEGREES 58 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 27.47 FEET) TO A POINT; THENCE NORTH 64 DEGREES 23 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 208.01 FEET TO A POINT; THENCE NORTH 43 DEGREES 03 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 60.97 FEET TO A POINT; THENCE NORTH 37 DEGREES 21 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 88.57 FEET TO A POINT; THENCE NORTH 18 DEGREES 18 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 106.82 FEET TO A POINT; THENCE NORTH 64 DEGREES 17 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF WEST POINT DRIVE; THENCE ALONG SAID RIGHT-OF-WAY OF WEST POINT DRIVE THE FOLLOWING COURSES AND DISTANCES: NORTH 25 DEGREES 42 MINUTES 47

SECONDS EAST FOR A DISTANCE OF 517.87 FEET TO A 1/2" IRON REBAR; THENCE NORTH 14 DEGREES 15 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 255.45 FEET TO THE POINT OR PLACE OF BEGINNING. SAID PARCEL HAVING AN AREA OF 13.811 ACRES.

Exhibit B

Additional Property

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, being more particularly described below as Parcel One less and except Tracts A-I, as follows:

PARCEL ONE

All that certain lot, tract or parcel of land situate, lying and being in Glynn County, St. Simons Island, Georgia, and being a portion of West Point Plantation as described from the map and plat surveyed for Robert M. Torras, Sr. and approved by Roger C. Purcell, Georgia Registered Surveyor No. 2435, dated July 21, 1994, and being more particularly described as follows, to-wit: BEGINNING at the iron pin located at the point of intersection of the northeasterly right of way of West Point Drive and the southerly right of way of Flanders Landing, and from said point running North 05° 43' 06" East for a distance of 668.74 feet to a concrete monument; thence turning and running North 63° 57' 21" East for a distance of 441.29 feet to an iron pin; thence turning and running South 52° 00' 43" East for a distance of 256.26 feet to an iron pin; thence turning and running South 50° 40' 52" East for a distance of 2214.25 feet to a concrete monument; thence turning and running South 26° 50' 18" West for a distance of 2907.53 feet to a concrete monument; thence turning and running North 56° 24' 06" West for a distance of 946.72 feet to a concrete monument; thence turning and running North 70° 43' 16" West for a distance of 306.31 feet to a concrete monument; thence turning and running North 69° 11' 18" West for a distance of 49.24 feet to an iron pin; thence turning and running North 69° 12' 23" West for a distance of 709.99 feet to a concrete monument on the westerly right of way of West Point Drive; thence proceeding in a northerly direction along the easterly right of way of West Point Drive for a distance of 2532.73 feet, more or less, to the iron pin which marks the point of beginning.

For further identification reference is hereby made to said plat of survey approved by Roger C. Purcell dated July 21, 1994.

LESS AND EXCEPT THE FOLLOWING TRACTS:

TRACT A

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION" as all of lots 157, 158, 159, 160, 161, 162, 163, 164, 166, 167, 169, 172, 173, 174, 176, 177, 178, 179, 180, 181, 182, 183, 185, and 186, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT B

All that certain lot, tract or parcel of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION" as the parcel bordered on the west by Manley Street and on the east by Robertson Circle, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT C

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary Nevill, GRLS No. 2401, dated February 25, 2021, and recorded in Plat Book 35, Page 178, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF: LOT 165, PHASE I, WEST POINT PLANTATION" as all of lots 165 and 168, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT D

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, GRLS No. 2401, dated December 12, 2019, and recorded in Plat Book 34, Page 478, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF: PHASE II, WEST POINT PLANTATION" as all of lots 111, 112, 113, 114, 115, 116, 126, 127, 128, 151, 152, 155, 156, and 188, West Point Plantation, Phase II.

Reference is hereby made to said plat and to the record thereof for further purposes of description and identification of said real property and for all other purposes.

TRACT E

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, GRLS No. 2401, dated March 8, 2022, and recorded in Plat Book 35, Page 419, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF LOTS 110, 170 AND 197, PHASE IIA, WEST POINT PLANTATION" as all of lots 110, 170 and 197, West Point Plantation, Phase II.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT F

All those certain lots, tracts or parcels of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, described according to that certain plat of survey by Shupe Surveying Company, LLC, certified by Gary R. Nevill, PLS No. 2401, dated December 5, 2022, and recorded in Plat Book 36, Page 160, in the Office of the Clerk of Superior Court of Glynn County, Georgia, entitled "EXPEDITED PLAT OF LOTS 236 & 237, PHASE IIA, WEST POINT PLANTATION" as all of lots 236 and 237, West Point Plantation, Phase IIA.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT G

All streets, roads and rights-of-ways situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Atlantic Survey Professionals, certified by Ernest C. Johns, Georgia Registered Land Surveyor No. 2341, dated February 13, 2002, and recorded in Plat Drawer 28, Page 91, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "FINAL PLAT OF PHASE I, WEST POINT PLANTATION", as all of West Point Plantation Parkway, Wall Street, Manley Street, and Robertson Circle.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT H

All that certain lot, tract or parcel of land situate, lying and being on St. Simons Island, in Glynn County, Georgia, shown on that certain plat of survey by Jackson Surveying, Inc., certified by David E. Dowdy, Georgia Registered Land Surveyor No. 3395, dated April 14, 2021, and recorded in Plat Book 35, Page 232, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, entitled "MAP TO SHOW COMBINATION SURVEY OF LOT 175A, PHASE I, WEST POINT PLANTATION" as all of Lot 175A, West Point Plantation, Phase I.

Reference is hereby made to the aforesaid plat and to the record thereof for all purposes of description and identification and for all other purposes allowed by law.

TRACT I

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN G.M.D. 25, GLYNN COUNTY, ST. SIMONS ISLAND, GEORGIA, AS SHOWN ON A PLAT BY SHUPE SURVEYING COMPANY, P.C. AND CERTIFIED BY GARY R. NEVILL, GEORGIA PLS# 2401, TITLED "PRELIMINARY PLAT OF: PHASE III AND IV, WEST POINT PLANTATION", DATED 10/22/19 AND LAST REVISED ON 7/22/21 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE NORTHERLY ENTRANCE TO WEST POINT PLANTATION (SUBDIVISION), SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY AND THE EASTERLY RIGHT-OF-WAY OF WEST POINT DRIVE, PROCEED ALONG SAID RIGHT-OF-WAY OF WEST POINT DRIVE SOUTH 14 DEGREES 15 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 166.73 FEET TO THE POINT OR PLACE OF BEGINNING; THENCE

PROCEED THROUGH THE LANDS OF WEST POINT PLANTATION, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH 75 DEGREES 44 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 66 DEGREES 41 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 98.99 FEET TO A POINT; THENCE NORTH 70 DEGREES 24 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 115.76 FEET TO A POINT; THENCE SOUTH 70 DEGREES 23 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 100.04 FEET TO A POINT; THENCE SOUTH 62 DEGREES 57 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 151.59 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 28.95 FEET, (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 25 DEGREES 25 MINUTES 38 SECONDS WEST, AND A CHORD LENGTH OF 26.49 FEET) TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY; THENCE PROCEED ALONG SAID RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 11.65 FEET, (SAID CURVE HAVING A RADIUS OF 243.00 FEET, A CHORD BEARING OF SOUTH 68 DEGREES 16 MINUTES 21 SECONDS EAST, AND A CHORD LENGTH OF 11.64 FEET) TO A POINT; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 6.47 FEET TO A POINT; THENCE SOUTH 73 DEGREES 56 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 40.11 FEET TO A POINT; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 21.81 FEET TO A POINT; THENCE PROCEED THROUGH THE LANDS OF WEST POINT PLANTATION, LLC, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 31.04 FEET, (SAID CURVE HAVING A RADIUS OF 20.80 FEET, A CHORD BEARING OF SOUTH 67 DEGREES 36 MINUTES 26 SECONDS WEST, AND A CHORD LENGTH OF 28.24 FEET) TO A POINT; THENCE SOUTH 69 DEGREES 07 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 36.83 FEET TO A POINT; THENCE SOUTH 63 DEGREES 48 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 85.38 FEET TO A POINT; THENCE SOUTH 54 DEGREES 41 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 39.73 FEET TO A POINT; THENCE SOUTH 61 DEGREES 52 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 28.44 FEET TO A POINT; THENCE SOUTH 46 DEGREES 45 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 27.84 FEET TO A POINT; THENCE SOUTH 34 DEGREES 32 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 61.07 FEET TO A POINT; THENCE SOUTH 35 DEGREES 22 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 30.57 FEET TO A POINT; THENCE SOUTH 06 DEGREES 14 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 82.01 FEET TO A POINT; THENCE SOUTH 20 DEGREES 49 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 88.68 FEET TO A POINT; THENCE SOUTH 33 DEGREES 06 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 105.47 FEET TO A POINT; THENCE SOUTH 19 DEGREES 11 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 150.05 FEET TO A POINT; THENCE SOUTH 28 DEGREES 16 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 71.23 FEET TO A POINT; THENCE SOUTH 23 DEGREES 29 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 71.74 FEET TO A POINT; THENCE SOUTH 26 DEGREES 29 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 93.82 FEET TO A

POINT; THENCE SOUTH 24 DEGREES 18 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 156.70 FEET TO A POINT; THENCE SOUTH 23 DEGREES 50 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 127.54 FEET TO A POINT; THENCE NORTH 65 DEGREES 38 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 108.69 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 31.93 FEET, (SAID CURVE HAVING A RADIUS OF 20.90 FEET, A CHORD BEARING OF SOUTH 21 DEGREES 52 MINUTES 59 SECONDS EAST, AND A CHORD LENGTH OF 28.91 FEET) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY; THENCE ALONG SAID RIGHT-OF-WAY OF WEST POINT PLANTATION PARKWAY NORTH 65 DEGREES 38 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 80.99 FEET TO A POINT; THENCE THROUGH THE LANDS OF WEST POINT PLANTATION, LLC, THE FOLLOWING COURSES AND DISTANCES: ALONG A CURVE TURNING TO THE LEFT AN ARC LENGTH OF 30.28 FEET, (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 70 DEGREES 58 MINUTES 23 SECONDS EAST, AND A CHORD LENGTH OF 27.47 FEET) TO A POINT; THENCE NORTH 64 DEGREES 23 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 208.01 FEET TO A POINT; THENCE NORTH 43 DEGREES 03 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 60.97 FEET TO A POINT; THENCE NORTH 37 DEGREES 21 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 88.57 FEET TO A POINT; THENCE NORTH 18 DEGREES 18 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 106.82 FEET TO A POINT; THENCE NORTH 64 DEGREES 17 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF WEST POINT DRIVE; THENCE ALONG SAID RIGHT-OF-WAY OF WEST POINT DRIVE THE FOLLOWING COURSES AND DISTANCES: NORTH 25 DEGREES 42 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 517.87 FEET TO A 1/2" IRON REBAR; THENCE NORTH 14 DEGREES 15 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 255.45 FEET TO THE POINT OR PLACE OF BEGINNING. SAID PARCEL HAVING AN AREA OF 13.811 ACRES.

Exhibit C⁶

Design Guidelines

I. Design Guidelines and Specifications

All projects will be evaluated for aesthetic considerations and compliance with the Amended and Restated Declaration and these guidelines. Considerations may be based on scale, exterior material usage, color, siting, and compatibility with existing natural and man made conditions. WEST POINT SSI

St Simons Island, Georgia

~~MASTER DESIGN AND CONSTRUCTION GUIDELINES FOR ARCHITECTURE, SITE PLANNING AND LANDSCAPING~~

~~I. INTRODUCTION~~

~~West Point SSI is a special place located in the center of St. Simons Island, one of the most beautiful and historic islands in the world. The temperate climate it enjoys, its natural beauty, its privacy, its proximity to the other magnificent Golden Isles of the Georgia coast as well as to the metropolitan centers of Savannah and Jacksonville make this a very unique and sought after location to live. The island offers great shopping, gourmet restaurants, art galleries, golf, tennis, equestrian center, beautiful beaches and a wealth of boating and fishing activities. To capitalize on these assets, West Point Plantation, LLC has built a remarkable private, gated community that features spacious building sites nestled among towering pines and majestic 200 year-old oaks. There are water views, lighted and paved streets with, curbs, gutters, sidewalks, storm sewers, and underground utilities already in place and waiting for you to build your dream home. The community will have miles of connected sidewalks for your walking pleasure, with plans for a clubhouse, tennis courts and a pool. Nearby is Fort Frederica, Christ Church as well as churches of many denominations. Oglethorpe Elementary School, rated among the top twenty in the state, is located less than two miles away,~~

~~In an effort to assure our property owners will have a community that will be a treasured place to live as well as a valued investment, West Point SSI has created a master plan with design and building standards that will promote an aura of tranquility unmatched anywhere.~~

~~We want to encourage a variety of architectural styles keeping in mind designs appropriate for Saint Simons Island. To this end, we are setting these guidelines for both design and construction as a means of assuring that values will be preserved and that West Point SSI will be one of the most sought after communities in the Southeast. We are pleased to have you read these guidelines. We look forward to showing you an assorted collection of home designs that are typical of the look and feel that the Architectural Review Committee expects to find at West Point SSI. These plans are from various books of homes. These plans do not always conform to the Master Design and Construction Guidelines and are not pre-approved.~~

⁶ [DRAFTER'S NOTE: This Exhibit is a redline showing the changes recommended by the drafter to the design guidelines included in the Restated Covenants.]

Basic Home Requirements;

Meeting an acceptable range of common design criteria is necessary to ensure that individual improvements reflect the overall design objectives of the entire community.

Each ~~lot shall~~Lot may have only one single family home of at least ~~2000~~2,500 heated square feet (if a two-story house, at least 1,500 square feet on first floor) with a minimum two car garage as part of the main building or attached by a covered passageway and, in either case, not facing any street. There must be a concrete or paver driveway from the street to the garage with parking and/or turning area for two cars. The house must have a minimum of three bedrooms, each with private full bath, or two bedrooms connected by a full bath. There must be a minimum ceiling height of nine ~~(9)~~ feet on the first floor. Design, house placement on lot, setbacks, landscape design, construction materials, and other requirements will be found in ~~this document~~these guidelines. Preassembled homes constructed off site to be assembled on site are not allowed. Air conditioner window units are not allowed²².

Article I:

DESIGN GUIDELINES AND SPECIFICATIONS

All ~~projects will be evaluated for aesthetic considerations and compliance with the West Point SSI covenants and illustrations used in these~~ guidelines. ~~Considerations may be based on scale, exterior material usage, color, siting, and compatibility with existing natural and man made conditions. Meeting an acceptable range which are labeled “Figures” are simply to show examples of common design criteria or typical designs of a feature and the Architectural Control Committee is necessary not bound to insure accept only designs that individual improvements reflect match the overall design objectives of the entire community. Figures or bound to accept a design that matches a particular Figure.~~

All improvements shall be subject to the following guidelines:

A. Architectural Design Standards:

Architectural style shall not be prescribed but homes/residences must impart the feeling that they belong in West Point SSI. ~~A book of home designs is available that present examples of the look and feel that is appropriate for West Point SSI. These designs are not pre-approved. Should one of these designs be selected, they must be altered as necessary to assure compliance with all West Point SSI architectural design standards.~~

The aesthetic appearance of a residence depends greatly upon the articulation of siding, roofing details, fenestration, walls and fences. All projects will be evaluated for aesthetic appearance and guidelines conformance of the following items:

~~Section 1.4~~ Foundations:

Concrete floor slabs with integral perimeter footings placed on fill dirt are permitted only when the lowest inhabited floor level is elevated to a minimum of nine feet ~~(9’)~~ above mean sea level ~~(“MSL”)~~, or one foot over the most recent FEMA-approved level at West Point SSI as of the date of ~~permit pulling~~permitting for such construction, whichever is ~~a higher elevation~~. A raised foundation with ~~“crawl space”~~ is often desired. The enclosure of this foundation must receive the same careful attention to detail and finishes as the main portion of the house/residence. Concrete block foundations

are to be finished in stucco, tabby or brick. Wooden pilings are to be encased in wood. Exposed round pilings are not appropriate. Open areas under elevated homes shall be screened on all sides with lattice, louvers, siding or some other appropriate architectural treatment. (See Figure 1)⁶².

Section 1.2 Figure 1. Raised Foundation In-Fill Techniques:

2. Filling:

Should the site be filled or partially filled, the foundation plans must be accompanied by drawings showing the contour and elevations of the proposed fill. Particular care must be given to maintain the proper appearance of the combined building, reading and landscape design, drainage and tree protection. See Figure 1.

Section 1.3. Exterior Wall Finishes:

Materials:

At West Point SSI, the exterior wall surfaces shall be wood, Hardie type product, stucco, or tabby (oyster shell exposed in concrete). Another material may be used as an exterior wall treatment provided the ACC Architectural Control Committee approves the selection.

Colors:

The dominant stain or paint color for any project should be compatible with the environment. Whites, off whites and earth tone colors on wood and whites as well as muted pastels on stucco such as traditionally found in Charleston and Savannah are recommended. Trim colors should compliment the dominant color.

Section 1.4. Windows, Dormers, Shutters and Doors:

Proportions of windows should be in scale with the house/residence and be located to enhance both the exterior appearance and interior light quality. Window frames are to be anodized aluminum with painted finish, vinyl, or another product approved by the ACC. ~~Unpainted metal finishes are not permitted~~ Architectural Control Committee. ~~Unpainted metal finishes are not permitted.~~ All exterior doors shall be solid wood, fiberglass, metal, or another material approved by the Architectural Control Committee. All windows shall be of a material and style approved by the Architectural Control Committee. See Figure 2. Some common dormer, shutters and door types are illustrated in Figure 3.

Figure 2. Windows and Window Crowns:

Figure ~~All exterior doors shall be solid wood, fiberglass, metal, or another material approved by the ACC. All windows shall be of a material and style approved by the ACC. (See Figure 2). Some common dormer, shutters and door types are illustrated in Figure 3. Roofs~~

3. Dormers, Shutters, and Doors:

5. Roofs:

Building roofs should have similarities in form, color and materials -which contribute to the desired character of West Point SSI. Hip or gabled with pitches of between four feet in twelve and ten feet in twelve are recommended. Slope of the roofs should provide a balanced visual impression in relationship to the body of the dwelling. Large expanses of roof masses should be avoided or broken up by intersecting roofs or dormers. Slate, cedar shakes, clay tile, composition shingles, standing seam metal or copper are recommended roofing materials. Colored metal roofs must be in keeping with surrounding homes.

All roof accessories such as vent stacks and exhaust vents shall be painted to match roof color and located in the most unobtrusive way possible (away from front elevations). All flashing is to be copper or aluminum, except in the case of a metal roof where the flashing must be the same color as the roof or materials approved by the ACC Architectural Control Committee.

Section 1.56. Chimneys:

In order to maintain the traditional character desired at West Point SSI, all chimneys must have masonry veneers. Exposed metal flues and prefab chimney caps are not permitted. The height above the roof must conform to local codes.

Section 1.67. Verandas:

It is often the porch or veranda along with the specific details ~~therein~~ of the porch or veranda (columns, baluster, railings and cornices) that identify the style of a low country home. Verandas can take any number of shapes, from bordering the house/residence on one side (usually the front) to a continuous porch circling the entire building/residence. The accompanying illustrations, Figure 4 and Figure 5, exhibit some of the range often found in low country architecture. ~~(see figure 4 & 5)~~

Section 1.7 Figure 4. Typical Porch Plans:

Figure 5. Typical Columns and Balusters:

8. Garages:

All garages (minimum two car) must be a part of the main ~~structure~~ residence or separate. In either case the garage must not face any street. If separate, it must be either behind or beside the main structure/residence. If beside, it must be at least ~~fifteen~~ (15) feet from side property line. Unconnected garages may be placed behind the main residence. Garages placed totally behind the back wall of the main structure/residence must be at least seven ~~(7)~~ feet from the interior property line, at least ten ~~(10)~~ feet from the back property line, and at least ~~thirty~~ (30) feet from any side street. Garage appearance, materials, style, color and doors must be compatible in style to the house. ~~(see residence. See Figure 6).~~

Section 1.8

Figure 6. Typical Garage Doors:

2. Service Yards:

All ~~home sites~~residences are required to have a service yard for HVAC equipment, trash receptacles, utility meters and miscellaneous equipment to be stored outside. These items to be contained within the service yard are to be screened from view by a fence or wall of at least four ~~(4)~~ feet but not more than six ~~(6)~~ feet in height. The screening wall or fence should be of a design, material and color compatible with the ~~house~~. ~~Service yard pavement should be concrete~~residence or may consist of plant materials adequate to screen the view of the equipment.

~~B. SITE PLANNING STANDARDS:~~

~~Section B. Site Planning Standards:~~

~~1.9~~ Parking:

Minimum of two off-street parking spaces in addition to garage areas must be provided for each residence. This parking area may be beside a driveway or by the addition of a circular driveway in front of the ~~house~~residence with allowance for two cars to park without blocking the drive. Paved parking areas and drives are permitted behind the ~~dwelling~~residence. The driveways and parking areas must be paved in concrete ~~and/or approved~~ brick pavers approved by the Architectural Control Committee.

~~Section 1.102.~~ Hedges, Fences and Walls:

All ~~lots~~residences must be separated by hedges, walls or fences. Hedges are the preferred means of separation between ~~properties~~Lots. Location, height, width, density and type of plants in hedges must be approved by the ~~ACC~~Architectural Control Committee. Chain link or wire fences are not acceptable. No new vinyl fences may be installed after the recording of this Amended and Restated Declaration, except as permitted by Section 4.6 of the Amended and Restated Declaration. Hedges, fences, and walls must not extend past the front of house and must clear property lines by six inches ~~(6 in.)~~ on the sides except where a single means of separation is agreed upon in writing by adjoining ~~property owners~~Lot Owners. Hedges must be at least three ~~(3)~~ feet in width.

All fences and walls must be approved by the ~~ACC~~Architectural Control Committee and must be constructed of approved materials and at approved heights. The most common approved fences or walls are for the following uses: service yard enclosure; dividers between front and back yards; and to provide privacy at Lot boundaries.

~~1. Service yard enclosure.~~

~~2. Dividers between front and back yards.~~

~~3. To provide privacy at property lines.~~

Fences used for privacy should be from four feet ~~(4 ft.)~~ feet to six feet ~~(6 ft.)~~ in height and must be compatible with the materials and colors of the main house. ~~(See Figures 7 & 8).~~

Section 1.11 Figure 7. Typical Wood Fences:

Figure 8. Typical Walls and Columns:

3. Exterior Lighting:

Exterior lighting requires ACC Architectural Control Committee approval and must be installed to avoid glare from light sources to neighboring properties Lots, Common Area, and nearby traffic. Night lighting should be directed downward and confined to driveways, paths, steps and sidewalks. Lighting used to accent vegetation should be subtle, subdued, and hidden from view. (See Figure 9).

Section 1.12 Figure 9. Exterior Lighting:

4. Decks and Patios:

“Exterior rooms” created through the use of decks and patios should be designed to be an extension of the interior space. Decks and patios should be carefully located in order to preserve existing vegetation as well as provide a transition from the building residence to the landscape. Scale, dimension, detail, and materials should be consistent with the architecture of the house residence. Brick, tile, wood or concrete aggregate are recommended paving materials.

Section 1.13 C. Landscape Requirements:

Landscaping must be adequate to properly complement the house residence and site Lot. In successful designs, elements of the landscape and building unite to form a habitat compatible with its environment. Plans for any landscaping, grading excavation, or filling of lots Lots must be approved by the ACC Architectural Control Committee and conform to the following guidelines:

1. Plant Material Considerations:

In general, proposed plant material should be easily available, deer resistant, drought resistant, and cold hardy. New plantings seen from the street should have a natural and informal appearance. Formal plantings and landscape furnishings may be allowed in private gardens, side yards and back yards less visible from the street. (See Figure 10)

Figure 10. Approved Plant List:

Approved Plant List

2. ~~Planting Design:~~

~~A simple massing of plant materials is generally the most effective method of creating a successful planting scheme. A complicated planting scheme with exotic effects will be rejected. Lawn areas are required in open areas around homes where sunlight is available for most of the day. Wooded areas should be cleared of brush and natural grasses. Wooded areas should be preserved and enhanced with selective introduction of ground cover and edge plantings. Otherwise they should be covered with~~

~~chips or pine straw with board edging. Plant material, berms, and low walls should be incorporated into the design to provide screening and privacy. For reasons of safety no planting which obstructs sight line above streets or roadways shall be permitted on corner lots. (See Figure 11)~~

~~3. Tree Protection:~~

~~Maintaining ground level plants in addition to the basic tree cover of each home site preserves the general character of West Point SSI and minimizes the amount of supplemental landscaping required to soften the impact of structure placed on the site, if a tree is to survive, its roots, bark and leaves must be largely undamaged. Therefore, ground disturbance and compacting within the drip line must be minimized. When filling within the drip line, a tree well must be installed. No trees shall be removed or damaged with a diameter of eight (8) inches four (4) feet above grade without ACC approval. (see figure 12)~~

APPROVED PLANT LIST

(Key: (E) = Evergreen Plant; (D) = Deciduous)

A. LARGE TREES

Acer rubrum — Red Maple (D)

Betula nigra — River Birch (D)

Ginkgo Biloba — Ginkgo (male varieties only) (D)

Magnolia gradiflora — Southern Magnolia (E)

Pious Taeda — Loblolly Pine (E)

Platanus occidentalis — Sycamore (D)

~~Pyrus callerana 'Bradford' — Bradford Flowering Pear (D)~~

Quercus anaden — Southern Red Oak (D)

Quercus virginiana — Live Oak (E)

Sabal palmetto — Sabal Palm (E)

Salix babylonica — Weeping Willow (avoid planting near sewer lines) (D)

Zelkova Serrata — Japanese Zelkova (D)

B. SMALL TREES

Cercis anadensis — Eastern Redbud (D)

Comus florida — Flowering Dogwood (D)

Ilex attenuata bybrida — Savannah/Foster Holly (E)

Ilex cassine — Daimon Holly (E)
Logerstroemia indica — Crapemyrtle (D)
Myrica cerifera — Wax Myrtle (E)
Prunus caroliniana — Carolina Laurel Cherry (E)

~~C.~~—LARGE SHRUBS

Bambusa multiplex Hedge Bamboo (E)
Camellia japonica — Common Camellia (E)
Cleyera japonica — Cleyera (E)
Cortaderia selloana — Pampas Grass (D)
Eleagnus pungens frititlandi — Thorny Elcagnus (E)
Ilex cornuta ‘Burford’ — Burford Holly (E)
Ilex vomitoria — Yaupon Holly (E)
Ilex aquifolium ‘Nellie R. Stevens’ — Nellie R. Stevens Holly (E)
Ligustrum lucidum — Glossy Privet (E)
Michelia fuscata — Banana Shrub (E)
Nerium oleander — Red Oleander (E) (use cold hardy varieties)
Osmanthus fragrans Fragrant Tea Olive (E)

~~LARGE SHRUBS (Continued)~~

Osmanthus fortunei — Fortune’s Osmanthus (E)
Photinia glabra — Japanese Photinia (B)
Photinia x Frazeri— Fraser Photinia (E)
Pittosporum Tobira — Pittosporum (E)
Pyracantha koidzumi — Formosa Firethorn (E)
Trachycarpus fortunei — Windmill Palm (E)
Yucca aliofolia — Spanish Bayonet (E)

~~Figure 10. Approved Plant List~~

D.—MEDIUM SHRUBS *Azalea indica* — Southern Indian Azalea (E)

Aucuba japonica — Japanese Aucuba (E)

Camellia sasanqua — Sasanqua Camellia (E)

Forsythia intermedia — Border Forsythia (D)

Gardenia jasminoides — Gardenia (6)

Ilex cornuta burfordii — Dwarf Burford Holly (E)

Ligustrum sin ensis variegata — Variegated Privet (E)

Nandina domestica — Nandina (B)

Podocarpus macrophyllus ‘Maki’ — Japanese Yew (E)

Pyracantha Koidzumii ‘Low Dense’ — Low Dense *Pyracantha* (E)

Spiraea van houttei — *Spiraea* (D)

Viburnum suspension — Sandankua *Viburnum* (E)

Yucca gloriosa — Mound Lily *Yucca* (E)

E.—SMALL SHRUBS

Azalea obtusum — *Kura*= *Azalea* (E)

Azalea hybrida *Satsuki Azalea* (E)

Aucuba japonica ‘Nana’ — Dwarf *Aucuba* (E)

Gardenia radicans — Creeping *Gardenia* (E)

Ilex comma ‘Carissa’ — *Carissa Holly* (E)

Ilex comuta ‘Rotunda’ *Boxleaf Holly* (E)

Nandina domestica ‘Harbor Dwarf’ — Harbor Dwarf *Nandina* (E)

Pittosporum tobira ‘Wheeler’s Dwarf’ — Dwarf *Pittosporum* (B)

Raphiolepis indica — Dwarf Indian Hawthorne (E)

F.—GROUND COVER

Aspidistra elatior — Cast Iron Plant (E)

Cyrtomium falcatum — Holly Fern (E)

Hedera canariensis — Algerian Ivy (E)

Heraerocallis — Daylily (D)

Juniperus davurica ‘Expansa’ — Parsons Juniper (E)

Juniperus procumbens ‘Nana’ — Dwarf Japgarden Juniper (E)

Liriope =_mean — Liriope (B)

Trachelospermum jasminoides — Confederate Jasmine (E)

Trachelospermum Asiaticum – Asiatic Jasmine

2. Planting Design:

A simple massing of plant materials is generally the most effective method of creating a successful planting scheme. A complicated planting scheme with exotic effects will be rejected. Lawn areas are required in open areas around residences where sunlight is available for most of the day. Wooded areas should be cleared of brush and natural grasses. Wooded areas should be preserved and enhanced with selective introduction of ground cover and edge plantings. Otherwise, they should be covered with chips or pine straw with board edging. Plant material, berms, and low walls should be incorporated into the design to provide screening and privacy. For reasons of safety no planting which obstructs sight line above streets or roadways is permitted on corner lots.

3. Tree Protection:

Maintaining ground level plants in addition to the basic tree cover of each Lot preserves the general character of West Point SSI and minimizes the amount of supplemental landscaping required to soften the impact of structure placed on the Lot. If a tree is to survive, its roots, bark, and leaves must be largely undamaged. Therefore, ground disturbance and compacting within the drip line must be minimized. When filling within the drip line, a tree well must be installed.

No trees may be removed or damaged with a diameter of eight inches four feet above grade without Architectural Control Committee approval.

Figure ~~10-11~~. Tree Protection: Approved Plant List (Continued).

4. Grading and Drainage:

Site grading shall be kept to a minimum and existing natural pre-development drainage should be maintained. ~~Grading where possible. New grading or drainage must be deigneddesigned to insure no storm water or roof water runoff is directed toward an~~ minimize impacts on adjacent borne site. Runoff should be diverted into natural awakeproperties.

5. Swimming Pools:

The location and design of all proposed swimming pools or in ground spas must be submitted to the ACC Architectural Control Committee for approval ~~on a case by case basis~~. Extreme care must be taken in locating pools to avoid an excessive amount of clearing and disturbance of existing vegetation. Pool equipment shall be placed inside an enclosure and preferably integrated into the service yard. Inflatable “bubble” pool covers and metal above ground pools are not permitted.

6. Mailboxes and House Numbers:

A standardized mailbox and post with house residence numbers must be installed upon the ~~Completed Construction Review~~ completed construction review prior to occupancy of the home residence.

7. Signs:

One ~~two (2)~~ by three ~~(3)~~ foot (or smaller) wooden sign will be allowed on site during construction. It should be single faced, and constructed in an appealing way, and placed parallel to the street. This sign may denote architect and contractor and must display all building and other permits ~~etc.~~ required. It must be removed after ~~Completed Construction Review~~ completed construction review and before occupancy of ~~home the residence~~. No “For Sale” signs are allowed on any house residence or ~~lot~~ Lot (other than ~~the Developer’s~~ Developer/Declarant’s signs). The ~~developer~~ Developer/Declarant is not restricted in any way concerning signage.

Figure 11. Roadway Sight Lines-II. Construction Guidelines and Process

~~Figure 12. Tree Protection.~~

~~Article II.~~

~~CONSTRUCTION GUIDELINES THE CONSTRUCTION PROCESS~~

A. Before Construction:

After completing the review process and before receiving final approvals and permits, the contractor must submit a construction application form and place ~~make~~ a refundable deposit of ~~52~~ \$2,000 payable to the Association before any materials deliveries, ~~lot~~ clearing or construction activity may begin. Contractor’s deposits are collected to ensure compliance with the approved plans, for any site maintenance, and correction of any off site damages caused by the contractor’s actions. This does not, however, relieve the contractor or ~~owner~~ Lot Owner from compliance ~~to~~ with approved plans or from ~~his~~ any clean-up responsibilities ~~described herein, West Point SSI. The Association~~ also requires a refundable landscape deposit of ~~52~~ \$2,500 from the ~~property owner~~ Lot Owner to ~~insure~~ ensure installation of the landscape plans as submitted and approved by the ACC Architectural Control Committee.

In summary, the following steps must be completed before construction begins:

1. Submit construction application and pay ~~\$4,500 of 2,000~~ refundable ~~deposits~~ builder’s deposit and \$2,500 refundable landscape deposit.
2. Receive final approval from ~~West Point SSI~~ the Architecture Control Committee ~~(ACC)~~.

3. Obtain ~~West Point SSI and~~ Glynn County building permits and post on job site.

~~4. Submit \$2,000 refundable builder's deposit.~~

~~5. Submit \$2,500 refundable landscape deposit.~~

~~6.~~ Being construction.

B. During Construction:

1. Inspections: All construction in West Point SSI will be under the observation of the ~~ACC~~Architectural Control Committee, and any Person appointed by the Architectural Control Committee as its administrator. A mandatory ~~Final Inspection~~final inspection will be made after the completion of all construction, and before occupancy. If any clean-up or alterations need to be made ~~by West Point SSI or the ACC, in the determination of the Architectural Control Committee,~~ the cost ~~will~~may be deducted from the deposits. ~~Please note that West Point SSI~~None of Developer/Declarant, the Association, or the Architectural Control Committee, or the ACC or its their agents ~~will~~will assume ~~no~~no any responsibility for inspecting in progress construction for compliance with approved plans ~~or governmental regulations.~~ The ~~owner of the property will assume~~Lot Owner has full liability for failure of construction to comply with approved plans and any governmental regulations.

2. Access: ~~The Contractors will be required to obtain a gate code for access to~~ West Point SSI ~~gates will be open for construction traffic. The Board may institute rules and regulations regarding~~ access from 7:00 A.M. until 7:00 P.M. Monday through Friday and 7:00 A.M. until 5:00 P.M. ~~on Saturday time to time, including hours of access.~~ There will be no construction activities on Sundays, holidays or after ~~the~~these stated hours ~~mentioned above~~ except when written approval from the Architectural Control Committee has been granted.

3. Site / Construction Regulations:

(a) Each construction site is required to have portable toilet facilities for workers to be located in an inconspicuous area of the site.

(b) All construction materials and equipment must be kept within the ~~property~~Lot boundary lines and must be maintained in a neat and orderly manner. The storage of materials and equipment should be in a discrete location of the site and is not permitted under the drip line of ~~the~~ trees.

(c) ~~It is imperative that~~Lot Owners shall maintain all ~~sites be maintained~~Lots in a clean and tidy manner ~~therefore open. Open~~ trash piles are prohibited. Construction debris should be contained in a dumpster or wood box and ~~is not to be in~~shielded from public view.

(d) Special care should be taken during construction to preserve existing vegetation. Any clearing, grading or building on site without approval of the ~~ACC will~~Architectural Control Committee may result in suspension of work and denial of access. All trees which are not expressly authorized to be removed pursuant to the approved plans shall be protected by physical barriers acceptable to the ~~ACC~~Architectural Control Committee.

(e) Fires are not permitted on any construction site at any time.

(f) Temporary utilities must be installed for electricity and water. Temporary power poles must be erected plumb, ~~temporary.~~ Temporary water services ~~are provided by~~ may be subject to a county JWSC application and tap fee.

(g) The ~~contractor or lot owner~~ Lot Owner will be responsible for immediate and approved repairs to curbs, paving, utility lines, irrigation lines, and other existing finished work damaged as a result of construction or other site improvements.

4. Electric Service: Underground cables are available to ~~homeowners~~ Lot Owners through arrangements with Georgia Power Company. ~~Homeowner~~ A Lot Owner is responsible to run underground lines from the front street to ~~house~~ the residence.

5. Potable Water, Sewer Service, and Garbage Disposal: Potable water, sanitary sewer, storm sewer, trash and garbage disposal are available for ~~homeowners~~ Lot Owners through direct arrangements by the ~~owner~~ Lot Owner with Glynn County or JWSC. The ~~homeowner~~ Lot Owner is responsible to run utilities from the street to ~~house~~ the residence.

6. ~~Irrigation Water: Underground piping carries water for irrigation (not potable water) to each lot.~~

7. ~~Cable Television: _____~~ Underground cables are available to ~~homeowners~~ Lot Owners through arrangements made by ~~owner~~ the Lot Owner with providers such as Xfinity and/or AT&T.

87. Telephone Service: Underground cables are available to ~~homeowners~~ Lot Owners through arrangements made by ~~owner~~ the Lot Owner with Xfinity and/or AT&T.

C. Contractor Regulations:

1. All ~~builders~~ contractors must be licensed and insured in Georgia.

2. ~~Property owners~~ Lot Owners are responsible for their contractors and contractors are responsible for their employees and subcontractors. Workers must wear proper dress including shirts and shoes at all times. Loud music from radios and ~~/or~~ improper language is ~~not permitted~~ prohibited.

3. The possession of and consumption of alcohol or drugs by contractors, subcontractors, or their employees, is prohibited. Violators ~~will~~ may be removed from ~~the property~~ West Point SSI.

4. ~~Firearms~~ Possession of firearms or other weapons ~~are~~ by contractors and subcontractors, or their employees, is prohibited ~~anywhere on the property~~.

5. All construction personnel and visitors are subject to the rules and regulations ~~and control of the management~~ of ~~West Point SSI~~ the Association.

6. ~~Reserved.~~

7. ~~Reserved.~~

86. Parking during construction. Vehicles, and construction equipment and materials may be parked or placed ~~anywhere on the lot~~ in reasonable locations on a Lot under construction. Worker's vehicles may be parked on the street right of way in front of ~~the lot~~ a Lot under construction for reasonable times as determined by the Architectural Control Committee, but not on sidewalks.

D. After Construction:

Upon completion of ~~house~~the residence and landscaping, clean up and removal of debris from the ~~site~~Lot, and removal of temporary utilities and any builder's sign, the contractor should notify the ~~ACC~~Architectural Control Committee to schedule a final inspection. An ~~ACC board member~~or Architectural Control Committee agent will conduct a final inspection ~~and verify that all plans were followed as for general conformity with the~~ approved ~~West Point SSI plans~~. The Architectural Control Committee reserves the right to employ workers to correct any exterior changes made without approval or to clean up an unacceptable site as needed. ~~These~~The expenses ~~must~~associated with this corrective work may be deducted from the contractor's deposit or the ~~owner will~~Lot Owner may be back-charged for the cost of such work. As a checklist, the following are items that must be completed prior to final inspection:

1. Complete construction;
2. Install landscaping;
3. Remove dumpster and portable toilet;
4. Remove all temporary utilities;
5. Remove contractor sign;
6. Remove any remaining debris; and
7. Repair any damage to curbs, right-of-way, ~~common areas~~utility lines, irrigation lines, Common Area, or adjacent property.

When all of the above items are completed, the ~~owner~~Lot Owner shall notify the ~~ACC~~Architectural Control Committee to schedule the final inspection. Any unauthorized changes and/or deficiencies must be corrected before final inspection approval will be granted and deposits refunded. All corrective work must be completed within ~~thirty~~(30) days of receipt of a letter from the ~~ACC~~Architectural Control Committee outlining those items in need of attention.

Upon final satisfactory completion of the final inspection, a mailbox and post with the ~~house~~residence number attached ~~will~~may be installed ~~by the ACC and a certificate of occupancy issued~~.

~~The above regulations~~ These guidelines are designed to enhance ~~West Point SSI~~ the overall appearance. ~~These regulations are to be used as guidelines and are not intended to restrict, penalize or impede construction firms who adhere to these regulations.~~ of West Point SSI.

Repeated violation of these regulations ~~will~~may result in ~~the any~~ remedy available in law or equity, including those stated in the Amended and Restated Declaration, including fines, and temporary or permanent suspension of ~~the building permit until corrective action has been taken~~ builders.

~~West Point Plantation, LLC does not in any way assume~~ None of the Architectural Control Committee, Developer/Declarant, the Board, or the Association assume any responsibility for inspection of the architectural requirements, the building process, or the adherence by ~~property owners and~~ Lot Owners or contractors to state and county building codes and requirements. The approval of drawings and the inspections performed as well as the subsequent approval documents used by the ~~West Point~~

~~SSI POA Association indicate only that the processes and the procedures of the Association have been followed and that no substantial and obvious violations of the codes and restrictions have been recognized.~~

~~WEST POINT SSI~~

~~St. Simons Island, Georgia~~

~~Application for Approval of Residential Construction~~

~~Property Owner~~

~~Owner's Name: _____ Lot No. _____~~

~~Address: _____ Date: _____~~

~~City: _____ State: _____ ZIP: _____~~

~~Home Phone: _____ Business: _____~~

~~Cell: _____ E-Mail: _____~~

~~Contractor~~

~~Contractor: _____~~

~~Address: _____~~

~~City: _____ State: _____ ZIP: _____~~

~~Business Phone: _____ Cell: _____~~

~~Home: _____ E-Mail: _____~~

~~Architect:~~

~~Architect's Name: _____~~

~~Address: _____~~

~~City: _____ State: _____ ZIP: _____~~

~~Business Phone: _____ Cell: _____~~

~~Home: _____ E-Mail: _____~~

~~Type of Construction: _____ Type of Approval Requested~~

~~_____ New Construction _____ Preliminary Approval~~

~~_____ Addition/Renovation/Change _____ Final Approval~~

Other*

Other*

*Other Construction:

Four horizontal lines for text entry.

*Other Approval:

Four horizontal lines for text entry.

For Forms. The Architectural Control Committee ~~Use Only~~ may promulgate forms to be used by Lot Owners as a part of the design review process.

Preliminary Approval Action: _____ Date: _____

Comments: _____
Two horizontal lines for text entry.

Final Approval Action: _____ Date: _____

Comments: _____
Two horizontal lines for text entry.

West Point Plantation Building Permit issued:

Date: _____ Permit No. _____

Comments: _____
Four horizontal lines for text entry.

PRE-CONSTRUCTION INFORMATION:

Enclosed heated area (square footage):

_____	First floor	_____	Garage area
_____	Second floor	_____	Porch/deck area
_____	Total Heated Square Footage	_____	Bedrooms
_____		_____	Down
_____		_____	Up
_____	Baths	_____	1/2 Baths

PLANS:

_____	Site plan submitted	_____	Heat & air drawings submitted
_____	Floor plan(s) submitted	_____	Wall section drawing submitted
_____	Elevation drawing submitted	_____	Foundation drawings submitted
_____	Landscape drawings submitted	_____	Roof drawings submitted
_____	Electric drawing submitted	_____	Plumbing drawing submitted

EXTERIOR MATERIALS & COLORS:

Items:	Material	Color	Manufacturer/Model
Siding (wood)	_____	_____	_____
Siding (masonry)	_____	_____	_____
Roofing	_____	_____	_____
Fascia (trim)	_____	_____	_____
Shutters	_____	_____	_____
Front door	_____	_____	_____
Ext. Doors	_____	_____	_____
Garage Door	_____	_____	_____
Windows	_____	_____	_____
Chimney	_____	_____	_____
Drive paving	_____	_____	_____
Walks paving	_____	_____	_____
Patio paving	_____	_____	_____
Deck	_____	_____	_____
Other	_____	_____	_____

Pool: _____ Size: _____ Type: _____ Enclosure: _____

~~Article III.~~ Design Review

~~DESIGN REVIEW~~

A. Composition and Function of the Architectural Control Committee

~~The West Point Plantation, LLC~~ During the special voting membership stated in Section 3.10 of the Amended and Restated Declaration, Developer/Declarant shall appoint ~~a three (3) or five (5) member~~ an Architectural Control Committee having three or five members (in the discretion of Developer/Declarant) for the purpose of maintaining and enforcing architectural design, site planning, landscape design, and construction standards in conformance with the ~~covenants~~ Amended and Restated Declaration and these guidelines. These ~~controls~~ guidelines reflect the information that both responsible architects and ~~builders~~ contractors should require to effectively design a ~~home~~ residence. Following the special voting membership stated in Section 3.10 of the Amended and Restated Declaration, the Board shall appoint the Architectural Control Committee having three or five members (in the discretion of the Board).

Adherence to these ~~controls~~ are guidelines is a condition of the purchase of the property. Should a ~~property owner~~ Lot Owner not comply with these ~~controls~~, ~~West Point Plantation, LLC~~ has the right but not the obligation to repurchase the property at its original sales price or file legal suit to enforce compliance. ~~Reasonable notice and opportunity to cure~~ guidelines, the Association may pursue any violation will be made remedy available in advance of repurchase procedure at law or equity, including those stated in the Amended and Restated Declaration.

The Architectural Control Committee ~~(ACC)~~ will meet periodically as necessary to consider matters of proposed improvements and the consideration of applications from ~~property owners within West Point SSI~~ Lot Owners. Policies ~~on~~ and meeting schedules and ~~ACC~~ Architectural Control Committee activities will be established by ~~West Point Plantation, LLC or the Board of Directors of the West Point SSI POA~~ Architectural Control Committee and may change from time to time. ~~ACC~~ Architectural Control Committee approval of an application from ~~property owners~~ a Lot Owner is intended as an oversight process that does not release the ~~property owner~~ Lot Owner from the responsibility of complying with ~~all homeowners association protective covenants as well as architectural standards~~ the Amended and Restated Declaration, these guidelines, and all governmental regulations.

The ~~ACC~~ Architectural Control Committee and these guidelines have been established to achieve the following objectives:

1. ~~Assure~~ To encourage quality design and construction that is compatible with the overall design objectives of ~~the West Point Plantation community~~ SSI.
2. To provide a systematic and uniform review process for the approval of proposed construction on Lots.

3. To ~~assure that~~seek to have the unique natural setting of the community ~~is~~ preserved and enhanced by ~~prevention of~~preventing excessive clearing and grading which could cause disruption of natural water courses, landforms and vegetation.

4. To ~~assure that~~encourage the siting and architectural design of structures ~~are~~in a manner that ~~is~~ visually compatible with the terrain and vegetation within ~~the property~~West Point SSI as well as the surrounding properties and community as a whole.

5. To ~~assure that~~encourage landscape plans that provide visually pleasing settings, ~~functional satisfaction~~ and plans that blend with the natural landscape and neighboring properties.

6. To ~~assure that an acceptable irrigation system has been designed.~~

~~7. To assure that any~~seek to cause the development, or construction of buildings or landscaping ~~complies to comply~~ with the provisions of the ~~covenants~~Amended and Restated Declaration and these guidelines.

B. Steps to Construct, Remodel, or Modify Your Home

Before the construction of any residence, building, landscape feature or other structure or any change in any structure, two ~~(2)~~ complete sets of plans and an application for Approval of Residential Construction shall be submitted to the Architectural Control Committee ~~(ACC)~~. ~~(A sample application form is shown in the Appendix of these guidelines and copies~~ may be obtained upon request from the ~~WPP office)~~Architectural Control Committee. The plans must receive final written ACC Architectural Control Committee approval prior to construction, including site clearing. If exterior changes to a building or colors and materials are contemplated during construction, the changes must be approved by the ACC Architectural Control Committee. The plans should be accompanied by a one-time non-refundable submission fee of \$100.00 payable to West Point SSI POA. ~~These funds go to defray some of the costs of operating the ACC Association.~~ Fees are subject to change by West Point Plantation, LLC: the Architectural Control Committee. All ACC Architectural Control Committee reviews of application applications will be responded to ~~in less than thirty~~within 30 days from time of submission: of a complete application. The ~~property owners~~Lot Owners must follow the steps involved in construction listed below ~~and explained in detail~~:

Review ~~covenants~~the Amended and Restated Declaration and these guidelines.

Obtain a survey of the ~~lot~~Lot.

Select design consultants (architect and/or landscape architect and contractor) and give each a copy of ~~this document~~the Amended and Restated Declaration and these guidelines.

Submit preliminary plan for review by ACC Architectural Control Committee.

Revise if necessary.

Submit final plan for review ~~for ACC~~by Architectural Control Committee.

Obtain approval letter from ACC Architectural Control Committee and applicable permits, including any building permits~~permit~~.

Begin construction.

Final review before occupancy.

1. Survey

One of the first steps in the ~~property owner's~~Lot Owner's site planning process is to obtain a tree and topographical survey from a registered land surveyor. This survey is an important tool in preparation of an environmentally sensitive site plan. The following items must be included on all surveys:

- ~~(a).~~ Property lines with bearings and distances;
- ~~(b).~~ Setbacks and easements;
- ~~(c).~~ All trees (include size and species) in excess of 8 inches (measured 4 feet above grade)
- ~~(d)~~— and all clusters of small trees that might influence design;
- ~~(e)~~d. Topographical contour lines (one foot contour intervals);
- ~~(f)~~e. Existing ditches, drainage ways and drainage structures, wetland boundaries per previous delineations, location of storm sewers, sanitary sewer, water, electric and irrigation lines and connections;
- ~~(g)~~f. Existing roads, utilities and other improvements;
- ~~(h)~~g. Water edge, water level and top of bank;
- ~~(i)~~—Location h. General location of adjacent ~~houses~~residences and features that could influence design;
- ~~(j)~~i. North arrow, scale and title with name and address of ~~legal owner~~Lot Owner; and
- ~~(k)~~j. Any other information required by ~~Georgia Law~~to applicable law for real property surveys.

2. Preliminary Plan Review

This step provides the applicant with the opportunity to approach the ~~ACC~~Architectural Control Committee to receive initial feedback on a proposal before any work has been performed. The preliminary review allows the ~~ACC~~Architectural Control Committee to further understand the proposed design and to assure compliance with the development philosophy for West Point SSI. Preliminary plans may be submitted as soon as the design objectives are identified and the ~~owner~~Lot Owner and consultants are able to arrive at a design and illustrate the basic relationships relative to the site including general architectural form, materials articulation and circulation. Site plans submittals should be prepared as an overlay and shall include the following:

- ~~(a).~~ Site Plan: At 1" = 20' ~~salescale~~ or larger, superimposed over ~~the~~ survey ~~plan~~ and illustrating the following:
 - Building plan with exterior walls and roof overhang delineated;
 - Entrance areas and decks or terraces including steps or ramps down to grade;

- Drives, walks, patios, pools, service yards, privacy fences, swimming pools, etc.; and
- Proposed drainage and extent of fill to be placed on lot.

(b). Preliminary Floor Plans: At 1/4" = 1' scale showing the layout of all rooms for all levels (including dimensions) of the proposed building.

(c). Preliminary Elevations: At 1/4" = 1' scale representing four sides of the proposed structure and illustrating existing/proposed grades and overall height from existing pre-construction grade to highest roof line.

(d). Preliminary Stakeout: Before plans can be reviewed the general massing of the building must be staked in the field by identifying all corners of all above grade structures, Trees with trees to be removed must be flagged with surveyor's tape.

3. Final Plan Review:

The final review is the procedure that leads to the official written consent by the Architectural Control Committee to commence any construction and clearing of site. Final construction plans shall be submitted after all necessary changes are made on the basis of the preliminary review process. A final stakeout of the entire plan (outline) of the building(s) must be accurately located in the field prior to submitting for final review. The stakeout shall constitute a 2" x 4" wood stake at each corner of the building(s) and raised decks or terraces with stakes connected by a string delineating the entire outline of the structure(s). Two complete sets of final plans and a completed Application for Approval of Residential Construction will be submitted for final approval. When approved one set of plans will be retained by the ACC Architectural Control Committee and the other set will be stamped "Approved", dated, and returned to the applicant.

The following documents and information shall be submitted for final design review:

(a). Site Plan: At 1/8" = 1' or an appropriate scale not smaller than 1/20" = 1" = 1'. The site plan shall include all pertinent information from the survey required herein in these guidelines as well as show all improvements proposed to be made to the property including:

- Exterior building walls including raised decks and terraces and edges of roof overhangs.
- Plans for unconnected buildings and structures; located behind the principal building, may be submitted at this time or by repeating this procedure at a later date.
- Indicate dimensions and materials for driveway, walks and miscellaneous site pavements.
- Site utilities including water, sewer, electric and HVAC including meter, transformers and compressor sizes and locations including finished elevation.
- Limits of construction.
- Flood elevation statement indicating required finished floor to bottom of structure, which ever prevails.
- Exterior lighting plan.

(b). Dimensioned Foundation Plan and Framing Plan: At 1/4" = 1'-0" scale showing location and sizes of foundations and framing elements including raised decks and terraces.

(c). Floor Plans: ~~Prepare at~~ At 1/4" = 1'-0" scale showing all levels and containing all information necessary for construction.

(d). Elevations: At 1/4" = 1' scale, representing the view of all sides of the building. Indicate existing grade, and fill, and label each finished floor elevations. If fences appear in the foreground of an elevation, a second elevation must be presented showing proposed vertical elements beyond the fence line. Graphically depict and label all materials selections for trim, siding, chimney, chimney cap, foundation and entry steps.

(e). Building Sections: At 1/4" = 1'-0" scale detailed drawings as necessary for clarification or construction including:

- Typical wall section.
- Typical decks and railings.
- Typical fence, patio wall or screening detail if appropriate.
- Other features desirable for clarification.

(f). Electrical, Plumbing and Mechanical Plans

(g). Building Materials and Colors: Samples of exterior materials and colors must be submitted to the ACC Architectural Control Committee at the time of the final review for construction. Color selections for siding, trim, roofing, brick, tile, stucco, etc. must be a true representative sample of the finished material. Color chips of siding stain, or stucco finish are not acceptable. Identifiable color chips of paints are acceptable. Collect and label name, manufacturer, grade; type of finish and proposed application for samples of the proposed exterior site and building materials and finish colors, as follows:

- Pavers.
- Exposed aggregate pavement.
- Pervious driveway.
- Siding.
- Roofing (~~300lb~~ 300 lb. Minimum).
- Typical face brick.
- Stucco.
- Any other material which can be seen from anywhere off the property.

Color Samples:

- Deck.

- ~~Walks.~~
- ~~Exterior lighting fixtures.~~
- ~~Miscellaneous site structures.~~
- ~~Service court walks and fences.~~
- ~~Siding and shutters.~~
- ~~Stucco.~~
- ~~Trim.~~
- ~~Chimney.~~
- ~~Exterior doors.~~

~~(h) Lights: Provide manufacturer’s “cut sheets” or photographs of all outside lights and similar hardware.~~

~~h. Landscape and Irrigation Plan: It is the objective of the ACC Architectural Control Committee to assure all residents that West Point SSI will continue to be an attractive place to reside and that the values for ~~property owners~~Lot Owners will be enhanced. Therefore, the ACC Architectural Control Committee requires that all applicants include a landscape and irrigation plan with their submittals for final review. This plan should graphically illustrate an accurate scale representation of the mature size of the specified trees, shrubs, ground covers and a full design for the irrigation system. This plan should also indicate proposed grading and drainage including all spot grades necessary to insure proper function and construction. Landscape plans are to be prepared at the same scale as the final site plan and should include:~~

- ~~Variety, size, location and quantity of all plant material.~~
- ~~Types and limits of lawn areas.~~
- ~~Plant list with botanical name, common name, quantity, sizes.~~
- ~~Paving, borders, fences, pools, decks, patios, and retaining walls.~~
- ~~Landscape lighting.~~
- ~~Proposed grading illustrating drainage intent (including structures).~~
- ~~Any sculpture, fountains, bird baths, decorative structures of any kind.~~
- ~~Types and ratings of sprinkler heads, drip irrigation devices, pipes, meter controls and valves. The cycle times should be presented along with the total amount of water to be used from the metered source.~~

4. Complete Submission and Final Review:

Any submission that does not include all plans, applications, materials, submittals and any other item required for the final review will not be placed on the agenda of the Architectural Control Committee until all requirements have ~~been~~ satisfied.

5. Final Review Meeting:

Upon completion of the review of the final design plans and specifications, the ACC Architectural Control Committee will take one of three actions, as follows:

~~(a).~~ Project Acceptance: Means that all submittals are complete and appear to comply with ~~the West Point SSI Guidelines these guidelines~~. Plans will be stamped “Approved” and dated and an approval letter will be sent to the ~~owner, builder~~ Lot Owner, contractor, or architect as appropriate.

~~(b).~~ Project Acceptance Subject to Specific Modifications: Means that the project can qualify for approval ~~provides provided~~ certain aspects of the design ~~are are~~ specifically modified as suggested by the ~~ACC Architectural Control Committee~~. Upon ACC Architectural Control Committee acceptance of a modified project the plans will be stamped “Approved” and a letter will be sent to the ~~owner, builder~~ Lot Owner, contractor, or architect as appropriate.

~~Approvals shall be dated and shall be effective for a period of 12 months from date of approval. If substantial construction has not been completed within the 12-month period from date of approval, the permit becomes void and the permitting process must start from the beginning to qualify for review.~~

~~(c).~~ Project Rejection: Means that the ACC Architectural Control Committee believes the project does not comply with ~~the West Point Plantation Design Guidelines or Covenants these guidelines~~. A notice of rejection shall specify the basis for rejection of the design and where appropriate will propose acceptable changes and may return copies of plans with appropriate markings to amplify the ACC Architectural Control Committee’s comments and recommendations. Plans may be disapproved upon any grounds which are consistent with the objectives of the Covenants Amended and Restated Declaration or these guidelines including aesthetic considerations.

6. ~~West Point Plantation Building Permit:~~

~~After written notice of approval has been received by the owner, a West Point SSI building permit can be obtained from the WPP office. This permit must be displayed on the job site along with a Glynn County building permit and any other permits required by law. Lot clearing, cutting trees, ground disturbance and construction cannot begin until these permits have been issued and posted.~~

~~For approved projects, the Lot Owner shall cause the work and improvements to be commenced within 6 months of the approval and completed within 18 months of the approval, unless the Architectural Control Committee establishes different commencement or completion dates in the approval letter based on the nature of the work and improvements. Once commenced, the Lot Owner shall cause its contractors to perform the work and improvements with diligence and to continue working until finished. If construction has not been completed within the 18 month period from date of approval, or any other date stated in the approval letter, the approval will expire and the approval process must start from the beginning to qualify for review, unless the Architectural Control Committee in its sole discretion grants an extension of the completion date.~~

7. Completed Construction Review:

Upon completion of all construction and landscaping, the ~~dwelling~~residence and landscaping will be inspected, and a mailbox and post installed ~~by WPP and a certificate of occupancy issued completing the building process.~~

8. Improvement Review:

Changes or additions to the approved plans that ~~will~~ affect appearance of the approved project or modifications of existing improvements must be submitted to the ACC Architectural Control Committee for review ~~prior to installation or construction.~~ Presentations must include ~~but may not be limited to the following, without limitation:~~

~~(a).~~ Letter of Intent: The applicant should inform the ACC Architectural Control Committee as to the purpose of the improvements and give a general description.

~~(b).~~ Site Plan: A dimensional plan showing proposed location for improvements.

~~(c).~~ Materials and Color Samples of Exterior Finishes: Samples along with appropriate description to represent a product's properties may be prepared by manufacturers, contractors, consultants or ~~owners~~Lot Owners and ~~most~~must be of size, form and durability to be filed until completion of the project.

d. Other Information: Such other information as may be required by the Architectural Control Committee for the review.

Exhibit D

Rules

I. Land uses within the Submitted Property will conform to the requirements of and the restrictions stated in the Amended and Restated Declaration, the zoning text, and any other applicable covenants or restrictions of record for residential properties, all of which are enforceable as if fully incorporated in the Amended and Restated Declaration. The following restrictions apply to each Lot until they are amended, modified, repealed or limited by Board as stated in the Amended and Restated Declaration.

II. Prohibited Activities. The following activities are prohibited within the Submitted Property unless expressly authorized in writing by, and then subject to such conditions as may be imposed by, the Developer/Declarant during the period of special voting membership stated in Section 3.10 of the Amended and Restated Declaration, or the Board, thereafter (in either case, the “Approval Authority”):

A. Any commercial, industrial or mixed-use activity not expressly authorized by the Amended and Restated Declaration;

B. Any illegal activity;

C. Any activity which the Approval Authority determines in its discretion: causes or tends to cause an unclean, unhealthy or untidy condition on or outside a Lot; the emission of unreasonably foul or obnoxious odors, fumes, dust, smoke, or other pollution, excessive noise or lighting on or outside a Lot; the unreasonable risk of fire or explosion; or the release of hazardous materials or other conditions or events which threaten public safety, human health or property or otherwise unreasonably disturb the peace or safety, or causes unreasonable embarrassment, discomfort, annoyance, or nuisance to any Person on or within the Submitted Property, including Lot Owners, occupants or their invitees;

D. Placing or allowing to openly remain any rubbish, trash, or garbage on any Lot or any part of the Submitted Property, including in a garbage can, receptacle or similar item in any area where it is visible from other Lots or Common Area, except that a can or receptacle may be placed and remain upon the street curb adjacent to a Lot within 24 hours of scheduled garbage service, and dumpsters may be located on a Lot during construction in such locations and under such terms as may be established by the Architectural Control Committee from time to time;

E. Outside burning of trash, leaves, debris, refuse or other materials, except that this prohibition does not apply to the reasonable use of barbecue grills, smokers or residential firepits;

F. The digging or operation of any well for any purpose, other than irrigation wells approved by the Architectural Control Committee;

G. Obstruction or rechanneling of drainage flows after location and installation of drainage infrastructure other than as approved by Architectural Control Committee;

H. Outdoor storage of goods, equipment, scrap, salvage or construction materials, damaged or derelict vehicles, parts and equipment, except as reasonably necessary during construction, and in such locations and under such terms as may be established by the Architectural Control Committee from time to time;

I. Placing or installing any sign, including without limitation any “for sale” or “for rent” sign;

J. Using or discharging any radio, loudspeaker, horn, whistle, bell, or other sound device to be audible to occupants of other Lots, except fire and security alarm devices used exclusively for such purposes;

K. Using or discharging firecrackers and other fireworks;

L. Discharging firearms; provided, however, neither the Approval Authority nor the Board has any obligation to act to prevent or stop such discharge;

M. Hunting, trapping, or killing of animals, except that wildlife which causes (or is about to cause) property damage, presents a threat to public safety or human health, or causes a nuisance or annoyance on or adjacent to any Lot, may be trapped, removed or killed to the extent and in a manner permitted by applicable law;

N. Any activity on a Lot that would cause the number of parking spaces necessary to satisfy the minimum parking requirements for the Lot under applicable law to exceed the number of parking spaces available for the exclusive use of the Lot, whether on the Lot or under an easement or parking agreement with any other Person;

O. Parking a motor vehicle on any portion of the Submitted Property except in a designated parking space, enclosed garage, on the driveway or carport of a Lot, or temporarily on a Street adjacent to a Lot for such periods as the Amended and Restated Declaration or the Board may permit from time to time;

P. Parking boats, jet skis and other watercraft, recreational vehicles, campers, or trailers overnight on any portion of the Submitted Property, except that parking such vehicles and equipment on a Lot will be permitted: (i) temporarily, not to exceed 48 hours; (ii) within enclosed garages, whether temporarily or not; or (iii) during the normal course of ongoing development activities, to the extent reasonably required by the development activities;

Q. Commercial breeding or keeping of animals for commercial purposes on any Lot;

R. Driving any motor vehicle or operating any motorized bike, golf cart, or all-terrain vehicle anywhere other than on streets in accordance with applicable law and any posted traffic control devices and signs;

S. Swimming or operating boats, kayaks, paddleboards, canoes, or other watercraft on any lakes, ponds or other impoundments within or contiguous to the Submitted Property;

T. Maintaining any clotheslines or other outdoor drying of clothes, rugs, bedding, towels or similar items visible from outside of any Lot or Common Area;

U. Operating any model aircraft, drone, or other unmanned device capable of navigation through the air outside the boundaries of a Lot owned or occupied by such operator in any manner that causes or facilitates the collection of non-public or sensitive information about a Person's identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation, or character, without the consent of such Person, including without limitation, the capture of photographs or video or audio recordings of any Person or in any manner is intended by such operator to harass or invade the privacy of other Persons on other parts of the Submitted Property, or interferes with any Person's right to quiet enjoyment of a Lot;

V. Placing or storing any vehicles or personal property on any portion of the Common Area;

W. Placing or keeping on the Submitted Property any plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Submitted Property or any Lot;

X. Installing or maintaining any septic systems;

Y. Constructing or maintaining any fence, wall, hedge, or shrub planting which obstructs or tends to obstruct traffic or obstruct vehicle, pedestrian or bicycle sightlines; or

Z. Placing or maintaining on the Submitted Property any tents, trailers, campers, mobile homes, or any structure of a temporary nature, such as a tent, shack, storage unit or utility shed, except that construction trailers during ongoing development activities are permitted in such locations and under such terms as may be established by the Architectural Control Committee from time to time.