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RICHMOND HILL, GA 31324

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DATA _____
HENDERSON &
HARRIS, LLC
Post Office Box 580
Richmond Hill, GA 31324
(912) 756-2631
Our File: _____

STATE OF GEORGIA)
)
COUNTY OF BRYAN)

CROSS REFERENCE TO: Declaration of Protective Covenants and Restrictions for Buckhead South Tranquilla Hall Phase, Phase I, recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Deed Book 359, page 385, and Supplemental Declaration recorded in Deed Book 480, page 173, aforesaid records, amended by Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 526, fofo 453, aforesaid records.

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS made this _____ day of October, 2006, by ERNEST COMMUNITIES, LLC ("Declarant") and RICHMOND HILL DEVELOPMENT, INC. ("Owner").

- W I T N E S S E T H -

WHEREAS, Owner is the owner of certain property in the 20th G.M. District of Bryan County, Georgia known as Lots 742 through 781, Inclusive, Hampton Phase 4, Buckhead Phase 28, as more particularly described on Exhibit "A" attached hereto ("Hampton Phase 4 Property"); and,

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WHEREAS, by Amendment to Declaration of Protective Covenants and Restrictions for Buckhead South, Tranquilla Hall Phase, Phases 1 and 2, recorded in Deed Book 526, folio 453, Bryan County, Georgia records, the Hampton Phase 3 Property was made a part of "Additional Property" which may be subjected to that certain Declaration of Protective Covenants and Restrictions for Buckhead South, Tranquilla Hall Phase, Phase 1 recorded in Deed Book 359, page 385, aforesaid records ("Tranquilla Declaration"), as extended to Buckhead South, Tranquilla Hall Phase, Phase 2, by Supplemental Declaration recorded in Deed Book 480, page 173, aforesaid records; and

WHEREAS, pursuant to Article V, Section 3 of the Tranquilla Declaration, Declarant reserved the right to subject portions of the Additional Property to the Tranquilla Declaration; and,

WHEREAS, the Owner consented, and by its signature hereto, does consent that the Hampton Phase 4 Property is a portion of the Additional Property which may be subjected to the Tranquilla Declaration; and

WHEREAS, Declarant reserved the right in the Tranquilla Declaration, Article XI, Section 6 to amend said Declaration in its sole discretion, and Declarant and Owner desire to amend the Tranquilla Declaration as it applies to the Hampton Phase 4 Property in certain particulars.

NOW, THEREFORE, Declarant, with the consent of Owner, hereby exercises its right to subject the Hampton Phase 4 Property to the Tranquilla Declaration, and the Hampton Phase 4 Property, shall be held, transferred, sold conveyed and occupied subject to the Tranquilla Declaration, with the following amendments as to the Hampton Phase 4 Property:

1. **Article IV, Section 4 (a) of the Tranquilla Declaration is amended to read as follows:**

"Section 4, Amount of Annual Assessment. The Annual Assessment for each Lot shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

(a) Until March 31, 2006, the annual Assessment shall be \$525.00 per Lot".

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2. **Article VI, Section 3(a) of the Tranquilla Declaration is amended to read as follows:**

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"Section 3. Design Review Committee.

- (a) The Design Review Committee ("DRC") shall consist initially of John A. Murphy, Jason Edenfield and Patricia McLaughlin. In the event all of these individuals shall decline to serve as the DRC or the Class B Membership of the Declarant shall cease, whichever occurs last, the DRC shall consist of at least three (3) and not more than five (5) members to be appointed by the Board of Directors. The DRC shall have exclusive jurisdiction to approve or disapprove all of the items listed in Section 2 above."

3. **Article VII, Section 3, of the Tranquilla Declaration is amended to read as follows:**

"Section 3. Dwelling Size, Garages, Driveways. No Dwelling shall be constructed upon any Lot within the Hampton Phase 4 Property, unless:

- (a) The minimum Living Area of a one story Dwelling shall not be less than 2,000 square feet, except that the minimum square footage of a Dwelling constructed on Lot 781 shall be 400 square feet;
- (b) The minimum First Floor Living Area of a one and one-half story Dwelling shall be not less than Sixteen Hundred (1600) square feet;
- (c) The minimum Living Area of a two story Dwelling shall be not less than Two Thousand (2,000) square feet;
- (d) All Dwellings shall have a two car garage which contains at least Four Hundred (400) square feet and has either a double garage door or two (2) garage doors. The garage must either be a part of the Dwelling or attached to the Dwelling by a roof;
- (e) All Dwellings must have a paved driveway with a paved parking area and the additional parking pad required by Section 12 below."

4. **Article XII of the Tranquilla Declaration is amended to read as follows:**

"ARTICLE XI
Water and Septic Service

Section 1.1. Water Fees and Usage.

- (a) Every owner of a Lot within the Hampton Phase 4 Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, successors and assigns to pay the following in connection with the private

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utility company ("Utility Company") furnishing water service within the Existing Property, the Additional Property or Future Additional Property.

- (i) A connection/tap-in fee of One Thousand Two Hundred and No/100 (\$1,200.00) Dollars per Lot, payable at the time of conveyance of the Lot by the Declarant or Owner as developer to its initial Owner; and
 - (ii) After connection to the water system, water usage shall be determined by a water meter installed for each Lot and the fee for water usage shall be determined in accordance with a Trust Indenture entered into between Declarant and Atlantic Water Supply Company, Inc, as Trustee, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia in Deed Book 11-R, page 333.
- (b) Except for a well or wells owned by the Utility company, no other wells designed to provide drinking water shall be permitted on any Lot within the Hampton Phase 4 Property, the Existing Property, Additional Property or Future Additional Property.

Section 1.2. Unpaid Water Fee Charges.

Unpaid connection/tap-in fees and usage charges (collectively "Fees") shall constitute a lien upon and encumber the Lot with respect to which the charges have been made, and the Utility Company and its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorneys fees and costs as are reserved to the Club with regard to assessments as set forth in Article IV herein. Notwithstanding anything contained herein to the contrary, the Utility Company and its successors and assigns shall have the right to terminate or refuse water service to any Lot Owner who fails to pay any of the Fees as the same shall become due.

Section 1.3. Lease of Septic Tank.

- (a) Every Owner of a Lot within the Existing Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, and successors and assigns to lease the septic tank installed upon the Lot for on-site sewage disposal ("Septic Tank") from a private septic management and maintenance company ("Septic Service Company") furnishing septic service within the Existing Property;
- (b) Said lease shall provide that the Septic Service Company shall own the Septic Tank and shall have an easement over the Lot solely for the maintenance and repair of the same.
- (c) The lease payment shall be ONE (\$1.00) DOLLAR per year plus all monthly maintenance and service charges due as provided herein.

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Section 2. Fees and Charges.

- (a) Every Owner of a Lot within the Existing Property shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, and successors and assigns to pay a Septic Tank maintenance and management fee of \$25.00 per month ("Septic Tank Maintenance and Management Fee") until said fee is amended by the Septic Service Company in accordance with the provisions of a Septic Management and Maintenance Agreement between Declarant and the Septic Service Company recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia.
- (b) Except for a Septic Tank owned by the Septic Service Company, no other Septic Tank or structure or device designed to provide on-site sewage management shall be permitted on any Lot within the Existing Property.

Section 3. Unpaid Charges. Unpaid Septic Tank Maintenance and Management Fees shall constitute a lien upon and encumber the Lot with respect to which the charges have been made, and the Septic Service Company its successors and assigns, shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorneys fees and costs as are reserved to the Club with regard to Assessments as set forth in Article IV herein. Notwithstanding anything contained herein to the contrary, the Septic Service Company and its successors and assigns shall have the right to terminate or refuse septic service to any Lot Owner who fails to pay any of the Septic Tank Maintenance and Management Fees as the same shall become due.

All other terms of the Tranquilla Declaration as supplemented and amended, shall remain in full force and effect.

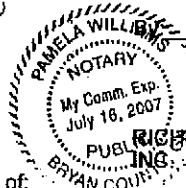
IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal on the day and year first above written.

Signed, sealed and delivered
as to Declarant in the presence of:

ERNEST COMMUNITIES, LLC

Christy R. Gladin
Witness
Pamela Williams
Notary Public

[Signature] (L.S.)



Signed, sealed and delivered
as to Prior Owner in the presence of:

RICHMOND HILL DEVELOPMENT,

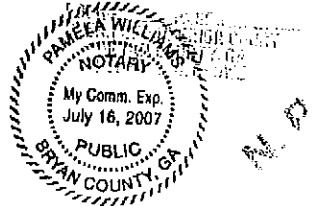
[Signature]
Witness

By: John A. Murphy
John A. Murphy, President

A. P.

Pamela Williams
Notary Public 666 0239

Attest: [Signature]
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(Asst) Secretary
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EXHIBIT A-9 PH 1:35

ALL those certain lots, tracts or parcels of land situate, lying and being in Bryan County, Georgia, and being known as LOTS SEVEN HUNDRED FORTY-TWO (742) THROUGH SEVEN HUNDRED EIGHTY-ONE (781), INCLUSIVE, HAMPTON PHASE 4, BUCKHEAD PHASE 28, according to a certain plat of survey entitled "Hampton Phase 4, Buckhead Phase 28, (Being a Portion of Parcel "B " and a Portion of Murphy's Tract - "Tract C"), 20th G.M.D., Bryan County, Georgia", dated November 22, 2004, prepared by Southeast Georgia Surveying & Mapping, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Plat Slide 573, Page 3,4. For a more particular description of said lots conveyed herein, reference is made to said Subdivision Map which is incorporated herein and made a part hereof by specific reference.