

126 0141

CO SEP -8 PM 3:

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

HENDERSON &
HENDERSON
Post Office Box 580
Richmond Hill, GA 31324
(912) 756-2631

RE-RECORD TO REFLECT CROSS REFERENCE TO DEED BOOK 7-P, PAGE 222,
BRYAN COUNTY, GEORGIA, RECORDS AND CORPORATE SEAL ON SIGNATURE
PAGE.

CLERK'S COVER SHEET

INSTRUMENT: SUPPLEMENTAL DECLARATION OF COVENANTS AND
RESTRICTIONS FOR STRATHY HALL II, A SUBDIVISION

DATE OF INSTRUMENT: April 5, 2000

NOTE: This cover page is for recording purposes only and does not modify or amend the
Terms of the attached instrument.

BRYAN COUNTY
CLERK OF COURTS

00 JUL 21 PM 12:46

119 0330

BOOK 8-P
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

PLEASE REPLY TO:

POST OFFICE BOX 580
RICHMOND HILL, GEORGIA 31324

STATE OF GEORGIA)

COUNTY OF BRYAN)

CROSS REFERENCE TO: Declaration of
Protective Covenants and Restrictions,
recorded in Deed Book 7-P, Page 222,
Bryan County, Georgia records.

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR STRATHY HALL II, A SUBDIVISION

THIS DECLARATION, made effective this 5 day of April, 1993,
by STRATHY HALL, INC. (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a tracts or certain lots in Bryan County, Georgia located in Strathy Hall II known as Phase X, Phase XVII and Phase XVIII and Phase XIX as more particularly described on Exhibit "A" attached hereto (hereinafter the "Property"); and

WHEREAS, on June 30, 1989, William W. Speir and Jesse Eugene Brogdon did make and publish a Declaration of Protective Covenants (hereinafter the "Original Declaration") to apply to property known as Phase XI, Strathy Hall II (hereinafter "Phase XI"); and,

WHEREAS, on March 25, 1991, the said William W. Speir and Jesse Eugene Brogdon did convey to Declarant certain property by a Warranty Deed recorded in Deed Book 8-P, Folio 260, aforesaid records; and,

WHEREAS, the Declaration was previously amended to provide that the Declaration shall apply to certain other property, namely the following:

Phase XIV, ("Phase XIV") as set forth in First Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 8-S, folio 376-77, Bryan County, Georgia records;

BRYAN COUNTY
00 JUL 21 PM 12:46

Phase XII, ("Phase XII") as set forth in Second Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 9-P, folio 190, Bryan County, Georgia records; 19 0331

Phase XV, ("Phase XV") as set forth in Third Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 12-W, folio 139-40, Bryan County, Georgia records;

Phase XVI, ("Phase XVI") as set forth in Third Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 12-W, folio 139-40, Bryan County, Georgia records;

Phase XVII, ("Phase XVII") as set forth in Fourth Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 15-C, folio 147-48, Bryan County, Georgia records;

Phase XVIII, ("Phase XVIII") as set forth in Fifth Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 15-S, folio 270-71, Bryan County, Georgia records;

Phase X, ("Phase X") as set forth in Sixth Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 106, folio 230, Bryan County, Georgia records;

Phase XIX, ("Phase XIX") as set forth in Seventh Amendment to Declaration of Protective Covenants and Restrictions recorded in Deed Book 106, folio 216, Bryan County, Georgia records;

Said Phase XI, Phase XIV, Phase XII, Phase XV, Phase XVI, and the Lots in Phase X, Phase XVII and Phase XVIII which are not included within the Property being hereinafter collectively the "Other Phases."

WHEREAS, Declarant is the owner of all of the Lots within the Property and is the owner of some of the Lots in the Other Phases. Said Lots being hereinafter individually a "Lot" and collectively the "Lots." Lots within the Property or within other phases which may be subjected to this Supplemental Declaration are hereinafter the "Subdivision" which are presently owned by Declarant.

WHEREAS, Declarant is the owner of the additional property described on Exhibit

"B" attached hereto ("Additional Property"); and

BRYAN COUNTY
CLERK OF COURT

00 JUL 21 PM 12:46

119 0332
WHEREAS, it is to the interest and advantage of the Declarant and to each and every other person, corporation, partnership and other entity who shall hereafter purchase any Lot in the Subdivision, that certain supplemental protective covenants governing and regulating the use and occupancy of the Subdivision be established, set forth, and declared to be covenants running with the land; and,

WHEREAS, it is to the interest and advantage of the Declarant and to each and every person, corporation, partnership or entity who shall hereafter purchase any Lot in the Subdivision, to establish a homeowner's association for the Subdivision and the Additional Property for various administrative activities, repairs and maintenance of the Subdivision and the Recreation Areas, Pedestrian Ways and Common Areas and to provide for annual assessment of the Lot owners to carry out the purposes of said homeowner's association.

NOW, THEREFORE, for and in consideration of the premises, and of the benefits to be derived by Declarant and each and every subsequent owner of any Lot in the Subdivision, the Declarant does hereby set up, establish, promulgate and declare the following supplemental protective covenants and restrictions to apply to all of the Lots in the Subdivision, and to all owners hereinafter owning one or more of said Lots, to wit:

1. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

(a) Membership. Administration of the Subdivision shall be vested in an association, to be known as Strathy Hall II Homeowners' Association, Inc. (hereinafter referred to as the "Association"). Every person who is the record owner of a fee or undivided interest in any Lot or any portion of a Lot shall be a member of the Association. Included as a member of the Association is the Declarant. The foregoing is not intended to include entities who hold an interest merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership vote per Lot, except as provided in Subparagraph (b) below. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership in the Association and each owner shall remain a member thereof until such membership in the Association, together with his undivided interest in the funds and assets of the Association, shall automatically cease.

(b) Voting Rights. The Association shall have two classes of voting members:

DEKALB COUNTY
NOV 21 PM 12:16
(i) Class A: Class A members shall be all of those owners as defined in Subparagraph (a) above, with the exception of the Declarant, who shall be the Class B member. Class A members shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any such Lot.

(ii) Class B: Class B members shall be the Declarant, and any assignee of Declarant who is designated as such in a recorded instrument executed by the Declarant. The Class B Member shall be a Voting Member of the Association and shall be entitled to cast the number of votes which are contained in the total of all Class A Members, plus one vote, until such time when the Class B membership terminates and is converted to Class A Membership. Class B Membership shall terminate and be converted to Class A Membership upon the happening of the later of the following:

- (1) When the Declarant shall have title to only one (1) Lot;
- or
- (2) Ten (10) years from the date this Supplemental Declaration is recorded.

(c) Application of Declarant, By-Laws and Association Rules. All present and future owners, tenants and occupants of each Lot shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and Rules and Regulations of the Association adopted pursuant thereto, as these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a Lease or the entry into occupancy of any Lot shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land, and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, or injunctive relief or both, or other appropriate relief maintainable by the Board of Directors on behalf of the Association, by the Developer or, in a proper case, by a Lot owner or an owner of any portion of a Lot.

(d) Voting Members. Only Voting Members who are current on all assessments due the Association hereunder shall be entitled to attend meetings of the Association, and cast votes on all matters pertaining to the Association, including, but not limited to, the election of members of the Board of Directors, amending this Declaration,

the Articles of Incorporation and Bylaws of the Association, and all other matters which may be brought before the Association membership, except as otherwise provided in this Declaration.

119

0334

00 JUL 21 PM 12:46

3. ASSESSMENTS

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

(a) Creation of the Lien and Personal Obligation of Assessments. Subject to the provisions of subparagraphs (e) and (h) of this paragraph 4., the Declarant, for each Lot owned by it, hereby covenants, and each owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed, is deemed to covenant and agree to pay the association: (i) Annual Assessments or charges, as hereinafter provided; and, (ii) Special Assessments for capital improvements, such Assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The Annual and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on and a continuing lien upon the Lot against which each such Assessment is made. A notice claiming such lien may be filed for record by the Association in the Office of the Clerk of the Superior court of Bryan County, Georgia, but in no event shall any claim of lien be filed until such sum has remained unpaid for more than thirty (30) days after the same shall become due. Such a claim of lien shall also secure all Assessments which owner shall be liable for his portion of each Assessment coming due thereafter until the claim of lien is satisfied. Each owner shall be liable for his portion of each Assessment coming due while he is the owner of a Lot and his Grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance, all without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore. Any such Grantee shall, however, be entitled to a statement from the Board of directors of the Association, within ten (10) days after request therefor, setting forth the amount of the unpaid assessments against the Grantor and such Grantee shall not be liable for, nor shall the Lot be subject to a lien for, any unpaid Assessments against the Grantor in excess of the amount stated in such statement. The Purchaser of a Lot at a judicial or foreclosure sale shall be liable only for Assessments coming due after the date of such sale.

4. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of the Lots and in particular, for the improvement and maintenance of the Subdivision, for services and facilities devoted to this purpose and related to the use and enjoyment of any Recreation Areas, Pedestrian Ways or common areas owned by the

Association. Such Assessments shall include, but shall not be limited to, funds for actual costs to the Association of all administration, insurance, repairs, replacements and maintenance of any recreation areas, pedestrian ways or common areas owned by the Association, as provided by this Declaration, and as may from time to time be authorized by the Association or its duly-elected Board of Directors (hereinafter the Board of Directors). Other activities to be paid for by means of such Assessment include management fees, grass mowing, caring for grounds, landscaping, equipment, street lighting and other charges as may be required by this Declaration, or that the Association or Board of Directors shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of a reserve for repairs, replacements and maintenance, and ad valorem taxes. As used herein Recreation Areas shall include the pool located on Recreation Area shown the Plat of Phase XIX and the Boat Ramp shown on the Plat of Phase X as well as any other areas which may be designated as Recreation Area on a recorded plat of all or a portion of the Additional Property. As used herein the term Pedestrian Ways shall include the Pedestrian Way shown on the plat of Phase XIX as well as any area which may be designated as Pedestrian Way on a recorded plat of all or a portion of the Additional Property.

(a) Maximum Amount of Annual Assessments. Until December 31, 2001, the maximum annual Assessment for each Lot shall be \$250.00. Subsequent annual Assessments for each Lot shall be fixed by a vote of a simple majority of the voting members present at a meeting held subsequent to at least five (5) days' written notice of the time, place and purpose of such meeting to all members, provided a quorum is present as established in Subparagraph (d) below.

(b) Special Assessments. Notwithstanding any Annual Assessments authorized above, the Board of Directors may levy Special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected repair or replacement of any recreation areas or common areas owned by the Association; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of the voting members present at a meeting held subsequent to at least five (5) days' written notice of the time, place and purpose of such meeting to all members, provided a quorum is present, as established in Subparagraph (d) below.

(c) Recreation Impact Assessment. Upon conveyance of a Lot by the Declarant, there shall be due to the Declarant a Recreation Impact Assessment of \$750.00.

(d) Quorum. At a meeting called to take any action provided for in subparagraphs (a) and (b) of this Paragraph, the presence at the meeting of owners or of

proxies entitled to cast more than fifty (50%) percent of all votes of the Association shall constitute a quorum authorized to act. If the required Quorum is not present, those in attendance shall establish a date, time and place for a subsequent meeting, not sooner than five (5) days nor later than twenty (20) days after the original meeting, to act on such matters, and at said subsequent meeting, a majority of the voting members present shall be authorized to act on said matters.

(e) Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for in this Paragraph shall be established on a April-1, through March 31 fiscal year basis, and shall commence April 1, 2000, as to each Lot conveyed by the Declarant to another Owner, provided however, no annual assessments shall be payable until the time a certificate of occupancy is issued for a dwelling constructed on the Lot, unless the Owner wants to use the facilities. The first Annual Assessment for each Lot thus conveyed shall be adjusted according to the number of days remaining in the fiscal year at the time of issuance of the certificate of occupancy. Thereafter, the Association shall fix the amount of the Annual Assessment against each Lot and send written notice of same to every Owner subject thereto at least thirty (30) days in advance of April 1 of each subsequent year. Unless otherwise provided by the Board of Directors, the Annual Assessment for each Lot shall become due and payable on the first day of April and shall be paid to the Association when due without further notice from the Association. Lots not previously conveyed by the Declarant to other owners shall be exempt from the Assessments created herein, as provided for in subparagraph (h) of this Paragraph.

(f) Effect of Non-Payment of Assessments; Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against such owner's Lot, in which event interest, costs and attorney's fees equal to fifty (50%) percent of the principal amount shall be added to the amount of such Assessments as may then be due. Each Owner, by his acceptance of a Deed to a Lot, vests in the Association or its agents, the right and power to bring all actions against him personally for the collection of such charges as a Debtor, or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey, the same. No owner may waive or otherwise escape liability

BRYAN COUNTY
00 JUL 21 PM 12:47
for the Assessments provided for herein by non-use of the Pool, Boat Ramp, Recreation Area, Entrance, roads or lighting of the Subdivision or abandonment of his Lot.

119 0337
(g) Priority of Lien. The lien of the Assessments provided for in this section shall be prior and superior to all other liens except only (i) ad valorem taxes and (ii) all sums unpaid on a first mortgage or first Deed to Secure Debt of record. The sale or transfer of any Lot shall not effect any Assessment lien; provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage thereon or a sale for taxes due, shall extinguish the lien of such Assessments as to the payments thereon which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(h) Exemption. All Lots in the Subdivision shall be exempt from the Assessments created herein until they are conveyed by the Declarant to another Owner or until April 1, 2010, whichever shall first occur.

7. ADMINISTRATION.

(a) Responsibility for Administration. Subject to the provisions of this Paragraph and except as otherwise expressly provided herein, the administration of Strathy Hall II Homeowners' Association, Inc., the maintenance, repair, replacement and operation of any recreation areas or common areas owned by the Association and those acts required of the Association pursuant to this Declaration shall be the responsibility of the Association. Such administration shall be covered by this Declaration and the By-laws of the Association. The duties and powers of the Association shall be those set forth in the Declaration and said By-laws, together with those reasonably implied to effect the purposes of the Association. Such duties and powers shall be exercised in the manner provided by this Declaration and the By-Laws of the Association. The Association shall have the responsibility of approving the annual budget, establishing and collecting annual Assessments and special assessments, and arranging for the carrying out of the functions and activities of the Association as provided herein.

(b) Limitation of Liabilities; Indemnification. Notwithstanding the duty of the Association to maintain and repair any recreation areas or common areas, and lighting of the Subdivision, the Association shall not be liable for injury or damage caused by any latent condition of any of these areas, nor for injury caused by the elements, owners or other persons, nor shall any officer or director of the Association be liable to any owner for injury or damage caused by such Officer or Director in the performance of his duties, unless due to the willful misfeasance or malfeasance of such Officer or

BRYAN COUNTY
JUL 21 11:12 AM '00

Director. Each Officer and Director of the Association shall be indemnified by the owners against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an Officer or Director of the Association, or any settlement, whether or not he is an Officer or Director of the Association at the time such expenses and liabilities are incurred, except in such cases where the Officer or Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association.

8. CONSENT OF OTHER LANDOWNERS. Owners of Lots in the Other Phases of Strathy Hall II owned by Declarant or which have previously been conveyed from the Declarant may subject their Lot(s) to the Original Declaration as amended herein by signing a document agreeing that said Owner's Lot shall be subject to the Original Declaration as amended herein. Provided, however, said Owner pay a Recreation Impact Fee to Declarant.

9. AMENDMENT OF DECLARATION.

(a) Until termination of its Class B Membership in the Association, Declarant shall have the sole right, in its discretion, to amend this Declaration.

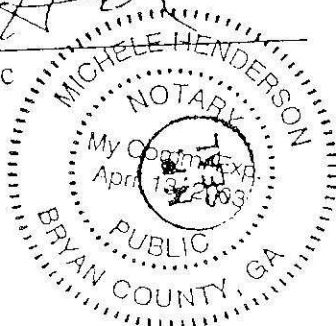
(b) Upon termination of Declarant's Class B Membership in the Association, the Association shall have the power to amend this Declaration by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose.

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals this 14 day of July, 2000.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public



STRATHY HALL, INC.

By: [Signature]
J.E. Brogdon, President

Attest: [Signature]
Assistant Secretary



EXHIBIT "A"

BRYAN COUNTY
CLERK OF COURT

119

0339

00 JUL 21 PM 12:47

ALL those certain lots, tracts or parcels of land situate, lying and being in the 20th G. M. District, Bryan County, Georgia, and being known as LOTS ONE HUNDRED TWENTY-SEVEN (127), ONE HUNDRED TWENTY-NINE (129), ONE HUNDRED THIRTY (130), ONE HUNDRED THIRTY-TWO (132), ONE HUNDRED THIRTY-THREE (133) AND ONE HUNDRED THIRTY-FOUR (134), STRATHY HALL II, PHASE X, according to a plat of survey prepared by Inman L. Lanier, Jr., Georgia Registered Land Surveyor No. 2397, dated December 10, 1997, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 461, Page 6. 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.

AND ALSO, ALL those certain lots, tracts or parcels of land situate, lying and being in the 20th G. M. District, Bryan County, Georgia, and being known as LOTS THREE HUNDRED EIGHTEEN (318), THREE HUNDRED NINETEEN (319), THREE HUNDRED TWENTY-THREE (323), THREE HUNDRED TWENTY-FOUR (324) AND THREE HUNDRED TWENTY-FIVE (325), STRATHY HALL II, PHASE XVII, according to a plat of survey prepared by Inman L. Lanier, Jr., Georgia Registered Land Surveyor No. 2397, dated September 20, 1995, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 441, Page 5. 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.

AND ALSO, ALL those certain lots, tracts or parcels of land situate, lying and being in the 20th G. M. District, Bryan County, Georgia, and being known as LOTS THREE HUNDRED SEVENTY (370), THREE HUNDRED SEVENTY-TWO (372), THREE HUNDRED SEVENTY-NINE (379), THREE HUNDRED EIGHTY-ONE (381), THREE HUNDRED EIGHTY-SEVEN (387), THREE HUNDRED EIGHTY-EIGHT (388), THREE HUNDRED EIGHTY-NINE (389), THREE HUNDRED NINETY (390), THREE HUNDRED NINETY-TWO (392), THREE HUNDRED NINETY-SIX (396), THREE HUNDRED NINETY-SEVEN (397) AND THREE HUNDRED NINETY-EIGHT (398), STRATHY HALL II, PHASE XVIII, according to a plat of survey prepared by Inman L. Lanier, Jr., Georgia Registered Land Surveyor No. 2397, dated August 16, 1996, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 449, Page 6. 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.

AND ALSO, ALL that certain lot, tract or parcel of land situate, lying and being in the 20th G. M. District, Bryan County, Georgia, and being known as STRATHY HALL II, PHASE XIX, according to a plat of survey prepared by Inman L. Lanier, Jr., Georgia Registered Land Surveyor No. 2397, dated August 16, 1999, and recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia, in Plat Slide 483, Page 2-4. For a more particular description of said lot conveyed herein, reference is made to said subdivision map which is incorporated herein and made a part hereof by specific reference.