

STATE OF GEORGIA  
COUNTY OF CHATHAM

Return to:  
SHADOWS H.O.A.  
459 MALL BLVD.  
SAVANNAH GA 31406

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Susan D. Prouse, Clerk  
Superior Court of Chatham County  
Georgia

**RESTATEMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE SHADOWS OF PLANTATION OAKS,  
SAVANNAH, CHATHAM COUNTY, GEORGIA**

THIS RESTATED Declaration of Covenants, Conditions and Restrictions ("Restated Declaration") is made this 18<sup>th</sup> day of July 2002, by and between the Undersigned Owners of residential Townhouses in The Shadows of Plantation Oaks Subdivision, Savannah, Chatham County, Georgia.

**WITNESSETH:**

WHEREAS, the undersigned, evidenced by signatures or proxies on file, are title Owners of seventy-five percent (75%) or more of the Townhouses in The Shadows of Plantation Oaks Subdivision, Savannah, Chatham County; and

WHEREAS, The Shadows Plantation Oaks, Phase 1, 2, 3, and 4, Part 11 (a/k/a Phase 5), is a residential subdivision consisting of 126 individual Townhouses located therein along with a clubhouse, pool, and pool area, tennis courts and other common areas, and plats of said subdivision are of record in the Office of the Clerk Of Superior Court, Chatham County, Georgia, in Subdivision (Mal) Book M, Page 4 1; Book N, Page 25; Book O, Page 46; Book P, Page 32; and Book Q, Page 46, and to which express reference is hereby made for better locating and a more complete description of the real estate and improvements to which this Restated Declaration applies; and,

WHEREAS, said property is encumbered by a Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Deed Record Book 107-1, Folio 399, amended at Deed Book 107-1 Folio 414, Book 108-N Folio 728, Deed Book 110-N, Folio 804 and Deed Book 111-Y, Folio 258. Express reference is hereby made to said Declaration as amended; and,

WHEREAS, the undersigned wish to amend and restate the Declaration of Covenants, Conditions and Restrictions so as to supersede the heretofore described Declaration of Covenants, Conditions and Restrictions as amended, with such restated and amended Declaration making the property subject to the Georgia Property Owners Association Act (O.C.G. A. §44-3-220, et seq.) and Restated Declaration to provide as follows:

**DEFINITIONS**

The terms used herein shall have the meanings hereby assigned:

1. Act. Shall mean the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220 et seq.

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2. Association. Shall mean The Shadows of Plantation Oaks Homeowners Association, Inc.

3. Board of Directors or Board. Shall mean the duly elected officers and Directors of the Association, as provided in this Restated Declaration and the By-laws of the Association.

4. Building. Shall mean one or more of the separate Buildings located in the Subdivision, which contains one or more Townhouses.

5. Common Use Area. Shall mean all properties not designated as individual Townhouse units within the building sight, which have been conveyed to the Association. The Association shall hold, maintain and administer those areas and the facilities located thereon, under provisions hereinafter included in this Restated Declaration.

6. Owner. Shall refer to the title holder of a Townhouse, as that person's name appears on the deed conveying title to the property. Holders of mortgage interests in particular Units shall not be deemed an Owner for the purposes of this Restated Declaration, but shall receive the rights and privileges specifically granted by law and by this Restated Declaration. The Owner shall be a member of the Association with the voting and use rights herein set forth.

7. Subdivision. The Subdivision shall refer to the entire development known as The Shadows of Plantation Oaks, including Individual Townhouse Units and Common Use Areas.

8. Restated Declaration. Shall refer to this Restatement of Declaration of Covenants, Conditions and Restrictions for The Shadows of Plantation Oaks, Savannah, Chatham County, Georgia, as and when duly approved by the membership and recorded in the public records of the Clerk of the Superior Court of Chatham County, Georgia.

9. Roof. Shall specifically include each and every Roof of every Building within the Subdivision.

10. Townhouse. Shall mean the portions of the subdivision intended for development, use and occupancy as a single-family residence, as those Units are shown on the recorded plats of the subdivision.

11. Voting Member. The Voting Member shall be the title Owner of the Townhouse as shown on the records of the Association. Each Unit shall be entitled to one (1) vote, and this vote may be exercised by either the title Owner or their designee as made in writing and provided to the Association, who shall be the Voting Member, subject to any restrictions on voting made in the by-laws or this Restated Declaration.

12. Walls. Shall refer to both the interior and exterior Walls of the Townhouse Units and Building within the Subdivision. Responsibility for the maintenance and repair of the Walls shall be as designated herein.

**II**

**MAINTENANCE OF ROOFS AND EXTERIOR WALLS OF TOWNHOUSES**

In order to assure an orderly and uniformly attractive exterior finish for the Townhouses located within the aforesaid phases of the Subdivision and as a covenant running with the land pertinent to those Units, all exterior Townhouse maintenance and decorations of the exterior Walls, Roofs, and fences, and the landscaping of the grounds not under fence, shall be accomplished by the Association to the extent that said Association shall have the authority to select and maintain the exterior finishes and color scheme for all Units and each Owner of a Unit shall pay to the Association a monthly maintenance assessment for maintenance and a reserve for future maintenance as may be established from time to time by the Board of Directors of the Association, as provided in Article IX. It is expressly provided that the monthly maintenance assessment may be adjusted upward or downward as the Board of Directors may, from time to time, deem appropriate and necessary within the limitations herein provided.

All Unit Owners specifically recognize and acknowledge that the Association repairs and maintains the roofs, exterior walls and fence on a rotating basis, and priority of need and that the work done in this periodic maintenance schedule may provide benefits to one Building in excess of that provided other Buildings in a specific year. Such routine maintenance as the Association practices shall be a part of the regular monthly assessments and not deemed a special assessment benefiting less than all Units.

The responsibility of the Association for maintenance of the roofs and exterior walls of the Townhouse shall be limited to normal repairs. All wind, storm or flood damage to any Townhouse shall be the responsibility of the Townhouse owner and must be covered by the Owners Insurance. All repair work must meet with and comply with the association's specifications. Any damage caused by neglect or Acts of the Townhouse Owner or Tenants shall be the responsibility of the owner.

**III  
INSURANCE**

**Section A. Insurance Guidelines.**

Each Owner shall be required to maintain casualty and liability insurance policies for the benefit of his Unit and of the Association. In discharging their responsibility to maintain appropriate insurance coverage, the Owners and the Association shall be governed by the following guidelines.

1. All policies shall be written with a company licensed to do business in the State of Georgia and holding a rating of "AAA" or better by Best's Insurance Reports.
2. All policies shall be for the benefit of the Owner, the Association and their mortgagees as their interests may appear. Owners who lease their units shall require their Tenants to provide evidence of tenant's insurance coverage, in addition to the homeowners policy.

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3. Provisions shall be made for the issuance of a Certificate of Insurance or other appropriate evidence to the Association and to each Owner's mortgagee, if any, which shall provide total replacement of Unit.

4. A copy of all policies, certificates and endorsements shall be deposited with and maintained by the Association at its principal office.

5. Each Owner is required to carry insurance insuring the Owners Townhouse Unit for the benefit of the Association against the loss of Damage by fire, lightning, windstorm, aircraft, vehicles and smoke, and such other hazards, as the association may from time to time require. The policies shall be in an amount equal to 100% of the current replacement cost of the properties, exclusive of land, foundations, excavation and other items normally excluded from said coverage. The name insured under such policy shall, be the owner, the Association, and any mortgagees. The policy shall contain standard mortgagee clauses or equivalent endorsements as well as standard "special planned unit development endorsements."

Each Owner is required to carry insurance insuring the Owner's Townhouse Unit for the benefit, of the Association against loss or damage by fire, lightning, wind storm, aircraft, vehicles and smoke, and such other hazards, as the Association may From time to time require. The Owner shall deliver to the Association, for its benefit, the copies of policy or certificates, which insure against any loss or damage to the unit.

If and in the event the Owner shall fail to pay any premium when due, the Association may pay the same in order to keep the property insured, and shall thereafter have available to it all remedies both in equity and at law as may be available under this Restated Declaration and the laws of the State of Georgia.

6. Insurance on the Common Use Areas shall be maintained by separate policy in the name of the Association in an amount determined by the Board of Directors, in order to enable and provide for the repair or replacement of the Common Use Area improvements. Any damage to the Common Use Area improvements shall be repaired or replaced, in the event of their damage or destruction, as quickly as possible in order to maintain the overall appearance and value of the Subdivision.

#### Section B. Damage or Destruction to Building

In the event of damage to or destruction of any Unit or Building, the same shall be restored, and any fund required for such restoration in excess of insurance proceeds attributable thereto shall be paid by the owner; provided, however, that in the event the Owner of such Unit lot together with the Unit lot Owners of other Units to which two-third (2/3) of the votes of the Association appertain, agree not to restore such Unit, the same shall not be restored and the entire undivided interest in the Common Use Area appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their undivided interest in the Common Use Area, and the remaining portion of that Unit shall thenceforth be a part of the Common Use Area. Votes in the Association and liability for future assessments shall there upon appertain to the remaining Units, being allocated to Owners in proportion their relative voting strength in the Association and liability for assessments, respectively.

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**IV**  
**ALTERATIONS AND ADDITIONS**

No alterations or additions to the exterior of any individual Townhouse Unit, including the Roofs, Walls and, fences thereof shall be made, and no additional structure, decorations, utility buildings, or other appurtenance shall be placed on any grounds maintained by the Association, without the express written permission of the Board of Directors, provided, however, that no such alterations or additions may be approved by the Board of Directors that do not conform to the then existing architectural and or landscaping theme of the Subdivision.

**V.**  
**MEMBERSHIP AND VOTING RIGHTS**  
**IN ASSOCIATION**

Each Individual Townhouse Unit is entitled to membership in the Association and the Owner of record is, by his acceptance of the deed conveying title to him, automatically the Voting Member of that Unit. In the event of joint title, any one of the Owner's of record selected by mutual agreement between them, shall be the Voting Member of the Association. It being expressly provided that all Owners of record are members of the Association with a voting limit of one vote per unit. No partial or split votes may be cast.

**VI.**  
**PROPERTY RIGHTS**

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Use Area , which shall be appurtenant to and shall pass with a title to every Unit, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees and collect security deposits of the use of any recreational facility situated upon the Common Use Area.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities of all Owner and Owner's tenants for any period during which any assessment against his Unit remains unpaid; and for a period to be determined within the discretion of the Board, from time to time, after notice by and a hearing before the Board of Directors for any infraction of this Restated Declaration and the published rules and regulations.

2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Use Area and facilities located thereon to the members of his family and guests His tenants, or contract purchasers who reside on the property, and to his guests, subject to rules adopted by the Association. In making such delegation, the Owner and the Owner's Unit shall remain liable for any damages caused by the negligence or willful acts, of the Owner's delegee.

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VII  
USE OF UNITS AND COMMON USE AREAS

The Townhouse shall be used solely for private residential purposes and shall not be used so as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance or to violate any public law, ordinance or regulations from time to time applicable thereto. The Common Use Area shall be used for street, parking, recreational, social and other purposes directly related to the private single family residential use authorized hereunder. In addition, the Units shall be subject to the following restrictions:

1. No additional structures or any exterior improvements to the existing structures of any kind shall be erected, maintained, or permitted upon any Unit and no prospecting for minerals, oil, natural gas, or other underground substances shall be permitted without the express written approval of the Board of Directors.

2. No billboards or advertising signs shall be permitted other than a sign of reasonable size, design and color offering any Unit and improvements therein for rent or sale. Any other signs, such as security signs, will only be allowed within the Premises with the prior written approval of the Board of Directors or the Board's designee. Further, any such sign shall be placed so as not to be located in any area, which is to be mowed by the grounds maintenance crew.

3. Unless specifically prohibited by F C C, no exterior television or radio antenna or Satellite dish of any kind shall be constructed or erected on any Unit or the common Use Area unless approved as to size and location, in writing, by the Board of Directors or its Designee.

4. No mercantile, manufacturing, mechanical or trade business or business establishment of any nature shall be maintained in any Unit. It being expressly provided that a beauty shop type operation is in violation of this covenant. No live horses, cattle, swine, sheep, goats, poultry, including chickens or rabbits, shall be maintained or kept in, about any Unit, or on the Common Use Area. No more than (2) pets will be allowed to reside in each unit. No pet will exceed in height of fifteen (15) inches. No pet will exceed the weight of thirty-five (35) pounds.

5. All exterior landscaping, meaning all grounds not under fence, will be provided and maintained by the Association.

6. No noxious or offensive trade or activity shall be carried on upon any Unit, or Common Use Areas covered hereby, nor shall anything be done thereon that may be or become an annoyance or nuisance to the other residents. Without limiting the generality of the foregoing, no laundry, clothing, rags or any similar material shall be hung or displayed upon the eaves, doors or upon the portion of any Building, which faces upon, or is visible from the street and roadways within the properties.

7. No trailer, motor homes, tents, or campers, shall at any time be used a Residence either temporarily or permanently.

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8. a. No truck or van larger than one-half ton capacity, and no boat, trailer, camper, house trailer, motor home, or any other vehicle that the Board of Directors shall, in their sole judgement deem to be inappropriate, shall be parked or stored upon the Common Use Areas, roadways and streets within the subdivision or upon the portion of any Unit which is visible from said Common Use Areas, streets and roadways, and no automobile, motorcycle, trailer, house trailer, motor home, camper, boat, truck, van, or similar vehicle or boat or vehicle motor shall be repaired or painted upon the portion of any Unit within the subdivision which is visible from the Common Use Areas, streets or roadways within the subdivision .

b. No business vehicles shall be parked or stored within the Common Use Areas of the Subdivision. A business vehicle is a vehicle which has as its principal intended use the performance of a particular business- related function, as in the case of a tow truck, wrecker, livestock transport, dump truck or the like; or, a vehicle which is distinctively marked or painted in a manner to designate it as a business vehicle, as in the case of a pizza delivery truck, taxi or cab. The examples given herein are by way of illustration, not limitation.

Furthermore, no vehicle, business or otherwise, shall be parked or stored within the Common Use Areas of the Subdivision unless properly parked in lined parking spaces only. All vehicles, if improperly parked, shall be subject to being towed at the expense of the vehicle's owner. It shall be the responsibility of the Association to post a sign of appropriate size and content at the entrance to the development notifying parties of this parking policy. It shall be the responsibility of residents, whether Owners or tenants, to inform their guests of such parking policy.

No vehicle shall be left in a state of disrepair within the subdivision for more than seventy-two (72) hours. Any vehicle, Without a valid registration (TAG) or which is in a state of disrepair or is apparently abandoned, in the sole discretion of the Board of Directors or its designee, shall be posted or carded with a notice of a date by which said vehicle must be removed from the subdivision. If, after that date, the vehicle remains in the subdivision, the same shall be considered abandoned and shall be towed from the premises, at the owners expense. When the ownership of said vehicle is determined, if the owner is a resident of the subdivision, any expense incurred by the Association relative to the removal of said abandoned vehicle shall be deemed a special assessment benefiting that particular Unit as provided in Article IX Section 5.

9. The Common Use Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon. No athletic devices of any kind, including but not limited to basketball goals, shall be erected on any grounds or surfaces maintained by the Association under the provisions of this Restated Declaration, except for the community swimming pool and tennis courts as they now exist.

10. All draperies and/or interior window coverings of any kind used on windows of Units visible from the streets or roadways in the subdivision, shall be made of a solid white or off white color so as to continue appearance of the Units from the streets or roadways in the subdivision.

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11. Owners shall include in all leases of their Units to tenants a provision requiring said tenants to comply with and be subject to this Restated Declaration and all rules of the Association, and shall provide said tenants with a copy of said Restated Declaration and rules. All leases shall run for a minimum of 1 year.

12. Owners shall include in all deeds of conveyance of their Units to purchasers or other grantees, a provision requiring said grantees to comply with and be subject to this Restated Declaration and all rules of the Association, and shall provide said grantees with a copy of said Restated Declaration and rules at or prior to the closing of the purchase and sale.

## VIII.

### EASEMENTS

1. This Restated Declaration shall be subject to all easements heretofore or hereafter granted by the developers or their successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the subdivision.

2. Each Unit and its owner within the subdivision is hereby declared to have all easements, as the same was granted by developers and is hereby ratified and affirmed by the Owners, over all adjoining grounds and Common Use Area for the purpose of accommodating any encroachment due to engineering in original construction, settlement or shifting of the Building, or any other cause. Provided, however, that in no event shall a valid easement for encroachment be granted in favor of any Owner or Owners, if said encroachment occurred due to willful conduct or misconduct of said Owner or Owners. In the event a Unit is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining grounds shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist. Each Unit and its Owner within the subdivision is hereby declared to have an easement for overhanging roofs and eaves, over each adjoining Unit and/or the Common Use Area as originally constructed and the maintenance thereof. Each of the easements herein above referred to shall be deemed to be established upon the recordation of this Restated Declaration and shall be appurtenant to the Unit being serviced and shall pass with each conveyance of said Unit.

## IX

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### I. Creation of the Lien and Personal Obligation of Assessments

The Owner of any Townhouse Unit, by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:  
(1) Assessments or charges paid monthly, (2) special assessments for capital improvements,



(3) Such other assessments as herein provided; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees actually incurred, shall be a charge on the Unit and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by said successor in title.

It shall be the obligation of the owner of a Townhouse to notify the Association Manager prior to the sale of the Townhouse, for clearing all debts and liens.

Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in and for the improvement and maintenance of the Common Use Area, and exterior of Units located in the subdivision.

3. Maximum Annual Assessment Increases.

(a) The maximum annual assessment may not be increased more than 15% above the previous year, without a vote of the membership.

(b) The maximum annual assessment may be increased above 15 % by the vote or written assent of fifty-one percent (51%) of the Units entitled to vote.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessment for Capital Improvements

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Use Area, or for the exterior of Units, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of fifty-one percent (51 %) of the Units entitled to vote.

Special assessments may also be levied, with the approval of the Board, and written assent of fifty-one percent (51 %) of the Units entitled to vote for the funding of the judgement or other Court ordered payments not otherwise covered by insurance

5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4

Any action authorized under Paragraph 3 and 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite

Fifty-one (51 %) percent of the Units entitled to vote, Voting Members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

6. Uniform Rate of Assessment. Both annual and special assessments, except for those assessments provided for in paragraph 5, must be fixed at a uniform rate for all Units and will be collected on a monthly basis.

7. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. The charge for said certificate shall initially be \$10.00.

8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment, not paid within fifteen (15) days after the due date shall incur a late charge of \$25.00. Furthermore, any assessment not paid within thirty (30) days after the due date shall incur an additional charge in addition to the late charge. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Use Area or abandonment of his Unit.

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

8. The following property subject to this Restated Declaration shall be exempt from the assessments provided herein:

- (a) All properties dedicated to and accepted by a local public authority.
- (b) The common use area..

X.

## MANAGEMENT

1. All powers relating to ownership, management, operation and maintenance of the Common Use Area and Unit exteriors, as well as certain rights, duties and powers relating to the Units, as hereinafter set forth, shall be vested in the Association.

2. The specific and primary purposes and powers of the Association are to manage and maintain the Common Use Area and Unit exteriors, provide recreational activities for the Owners and their families, foster and support community activities for the Owners, and perform the functions set forth in this Restated Declaration of Covenants, Conditions and Restrictions.

3. The Association shall be a non-profit corporation and shall not engage in any business whatsoever, and its sole financial support shall be by assessment of the Owners of the Units herein provided.

4. The Association shall have the right and power to employ a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Use Area and the improvements thereon and to discharge its other duties as herein provided.

5. In addition to the duties and powers enumerated, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall be responsible for:

(a) Maintaining the Common Use Area and facilities, improvements and landscaping thereon (including furnishings and equipment related thereto) including, but not limited to the private streets.

(b) Maintaining the roofs and exteriors of the Townhouse units, including any necessary replacement or repair thereof.

(c) Maintaining and repainting of exterior surfaces of townhouse units, and fencing situated on the lots and Common Use Area, as such repainting is required in order to preserve the attractiveness of the subdivision. (Such exterior maintenance of individual Units shall not include glass surfaces, window and door screens, light bulbs, doorbells, doorknobs or door locks.)

(d) Maintenance of shrubs, grass, trees, walks, and other exterior improvements with the exception of private patio areas and arbors constructed by Unit Owners within the patios after appropriate approval by the Board of Directors.

(e) Keeping and maintaining adequate fire and public liability insurance on all improvements located within the Common Use Area.

6. The Association shall carry workmen's compensation insurance covering all persons employed by it in performing its responsibilities under this Restated Declaration. The Association shall also maintain in force bodily injury liability insurance with limits of not less than \$1,000,000.00 per person and \$300,000.00 per incident, and property damage liability insurance with a limit of not less than \$50,000.00 per occurrence covering the Common Use Area and the use thereof, and insuring the Association, its Officers, Directors, and all Owners.

7. The Association shall adopt reasonable rules relating to the use of the Common Use Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to or hand delivered to each Owner or tenant of a Unit, and a copy shall be posted in one or more places on the Common Use Area where the same may be conveniently inspected.

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8. An easement is granted the Association for its representatives to have rights of ingress and egress upon any grounds to the extent entry is necessary to carry out the maintaining and repainting of the exterior surfaces of Townhouse Units situated thereon, repair of all Roofs situated thereon, or to perform any work required in the maintenance and upkeep of the Common Use Area or the portion of any grounds not occupied by a Unit, or for any other purpose reasonably related to the performance by the Association of its responsibilities under the terms of this Restated Declaration. Entry within a Unit shall not be made without the consent of the occupant, unless such entry be pursuant to a valid order of court, or in the event of fire or other emergency.

9. The Association may do any and all other acts and things that a non-profit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes of meeting its duties as herein set forth. Nothing herein contained shall be construed to give the Association authority to conduct a business for profit on behalf of all of the Owners or any of them or at all.

## XI.

### PARTY WALLS

1. General Rules of Law to Apply. Each Wall which is built as a part of the original construction of the Townhouse in the Subdivision and placed on the dividing line between the grounds, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the interior of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the Wall may restore it, and if the other Owners thereafter make use of the Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under the rule of law regarding liability or negligent or willful acts of omissions.

4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs With Land. , The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and both the entitlement to receive contribution and the obligation to make contribution shall pass to such Owner's successors in title.

6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by majority of all the arbitrators.

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XII

CONFLICTS

In the case of any conflict between this Restated Declaration and the Articles of Incorporation or By-laws of the Association, this Restated Declaration shall control.

XIII

GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

3. Term. The covenants and restrictions of this Restated Declaration shall run with and bind the land for a term of twenty (20) years from the date this Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

4. Amendment. This Restated Declaration may be amended by an instrument approved by not less than 75 % of the Unit Owners, as evidenced by a certificate from the Board of Directors stating the time, place and results of such vote, following timely notice to all Unit Owners. Any amendment must be recorded.

XIV.

REMEDIES

1 . If the Association must use the judicial process to enforce any one or more of the covenants, restrictions and/or rules against a Owner or his and/or her tenant, the Association shall be entitled to reimbursement for all expenses and costs including, but not limited to, reasonable attorney's fees actually incurred. All such costs and expenses shall be an assessment upon such Unit as provided in Article IX Section 8. It is the purpose and intent of this section to have said liens automatically attached to the real estate in compliance with Georgia law and the heretofore set out language shall in no way limit said lien by operation of law.

2. In addition to any other legal or equitable remedies it may have, the Board of Directors may levy lines not to exceed fifty dollars (\$50.00) for each violation against any Owner or his

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and/or her tenant who repeats a violation of any covenant, restriction or rule of tile Association after having been notified of said violation in writing, except that the Owner or his and/or tenant shall have fifteen (15) days from the date of such notice to cure such violation if the violation is of a permanent nature and if the Owner or his and/or her tenant does not pay fine, the Association may file a lien for the amount of said fine against the Owner's Unit. Said written notice shall be deemed effectively delivered if delivered to the front door of the Owner's Unit.

3.The Board of Directors may increase the ceiling on the fines levied under Paragraph 2 above at any time up to the percentage amount that the Consumer Price Index (all goods) as published by the Bureau of Labor and Statistics exceeds the indexed price in effect on January 1, effective on the date that the Board of Directors decides to make such all increases

IN WITNESS WHEREOF, The undersigned, being the requisite number and percentage of Owners to approve this restatement and amendment have hereunto set their hands and seal and caused these presents to be executed by the duly authorized officers of The Shadows of Plantation Oaks Homeowners Association, Inc., attested to, and its seal affixed as of the date

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Signed, sealed and delivered  
In the presence of:

*[Handwritten signature]*  
Witness

*[Handwritten signature]*  
Notary Public

**MARTHA NOONAN**  
Notary Public, Chatham County, GA  
My Commission Expires January 3, 2005

THE SHADOWS OF PLANTATION OAKS  
HOMEOWNERS ASSOCIATION

By: *[Handwritten signature]*  
President

Attest: *[Handwritten signature]*  
Secretary