

Agmt @ 55 1/9

30-A

DECLARATION
OF
RESTRICTIONS, CONDITIONS, LIMITATIONS,
RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC. 714

THIS DECLARATION shall apply to NOTTING HILL SUBDIVISION, a residential, subdivision located in Glynn County, Georgia, as described and identified according to certain print of plat of survey prepared by Ralph E. Lackey & Associates, Georgia Registered Land Surveyor No. 1635 entitled "Notting Hill Subdivision, Phase One." The Phase One Plat is recorded in Plat Drawer 20, as Map No. 72 in the Office of the Clerk of the Superior Court of Glynn County, Georgia (the "Clerk's Office").

W I T N E S S E T H:

WHEREAS, Murray and Seckinger, Inc. (hereinafter referred to as "Declarant") is the owner of certain real property (the "Property") located in Glynn County, Georgia which is more particularly described in Exhibit "A" to this Declaration; and

WHEREAS, Declarant has subdivided the Real Property into a high quality residential community consisting of single family residential lots; and

WHEREAS, Declarant is desirous of restricting the future use of the Property, so that in the future the quality of life will be preserved and enhanced by limiting potential uses of the Property; and

WHEREAS, Declarant has deemed it desirable for the preservation of a high quality of life in Notting Hill Subdivision, to create an agency to which certain responsibilities and powers created under this Declaration may be delegated and assigned in the future, to insure the proper administration and enforcement of this Declaration, and the collection and disbursements of assessments provided for herein.

NOWHEREFORE, the Property shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, which shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Except as otherwise specified or required, the terms used in this Declaration shall have the meanings specified in this Section 1.01, and the terms within quotation marks and/or within brackets elsewhere in this Declaration shall have the meaning of the phrase or clause just preceding. All definitions shall be applicable equally to the singular and plural form of such terms. 715

Assessment means an owner's share of the common expenses from time to time assessed against an owner by the Association in the manner herein provided.

Association means Notting Hill Property Owners Association, Inc., its successors and assigns, a non-profit corporation to be organized under the laws of the State of Georgia.

Board of Directors or Board means the Board of Directors of the Association and Director means a member of the Board.

The By-Laws of the Association or ByLaws are those by-laws adopted by the Association.

Common Property means that portion of the Property and improvements thereon, designated for the common use and enjoyment of the owners. The Common Property shall include, but not limited to all open spaces, recreational facilities, Bayswater Lake and the landscaped entrance to the Property.

Common Expenses means (a) expense of administration, maintenance, repair and replacement of the Common Property (b) expenses determined by the Association to be common expenses and (c) expenses declared to be common expenses by this Declaration or the By-Laws.

Declarant means Murray and Seckinger, Inc., a Georgia corporation, which shall be deemed to be an "owner" as such term as hereinbefore defined for so long as Declarant holds record title to any lot.

Family or Immediate Family means father, mother, son, daughter, brother, sister, wife, husband.

Lot means a single-family residential building site as shown on the record plat or plats of Notting Hill Subdivision and having the boundaries shown thereon.

Majority or Majority of Owners means Lot owners with more than fifty (50%) of the votes calculated on the basis of one vote for each Lot. 716

Mortgage means any deed to secure debt, or financing instrument conveying title to a Lot and the improvements thereon for an indebtedness.

Occupant means any person, including without limitation any owner or any tenant, lessee or family member of an owner, occupying a residence on a lot.

Owner or Lot Owner means the record owner, whether one or more persons, of the fee simple title to any lot, excluding however, those persons having an interest therein under a mortgage.

Person means an individual, corporation, partnership, association, trust or other legal entity.

Property means the tract or parcel of land shown on the various recorded plats of Notting Hill Subdivision.

Recorded, filed or filed for record means filed for record with the Clerk of the Superior Court of Glynn County, Georgia.

ARTICLE II

ASSOCIATION MEMBERSHIP

AND VOTING RIGHTS

Section 2.01 Membership. There shall be established pursuant to this Declaration an association, to be known as the Notting Hill Property Owners' Association and every owner shall be a member of the Association. The Association shall be governed by the By-Laws of the Association, as adopted by the Board of Directors. The Owner or Owners of each Lot shall be entitled to designate one person from among Owner or Owners of that Lot or a member of the family of such Owner or Owners, and such member shall represent such Lot and exercise the voting rights thereof.

Section 2.02 Corporation. The Association shall be non-profit corporation organized under the laws of the State of Georgia. Each Lot Owner shall be a member of said corporation. The membership in the Association shall pass with the title to any Lot as an appurtenances thereto, whether described separately in the conveyance thereof or not.

Section 2.03 Voting Rights. The Association's voting membership shall consist of all Lot Owners, and each Lot shall be entitled to one vote which shall not be divisible.

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ARTICLE III

USE RESTRICTIONS

Section 3.01 Residential Purposes. All lots subdivided out of the Property shall be, and the same are hereby, restricted exclusively to one-family residential use. No structures of a temporary character, trailer, tent, shack, garage, carport or other outbuilding shall be used as a residence on any lot at any time. No structures other than the principal residence and garage shall be constructed on any lot without the prior written approval of the Declarant, or its assigns. This section shall not restrict the use of any Common Property as hereinafter provided for in this Declaration.

Section 3.02 Animals and Pets. A Lot Owner or Occupant may keep one or more household pets, provided that such pet or pets do not create a nuisance or disturb other Lot Owners, or Occupants and provided that such owner complies with all rules or regulations established by Board of Directors relating to household pets. No livestock or poultry of any kind shall be raised, bred or kept on any part of the Property, and no animals shall be raised, bred or kept on any part of the Property for commercial purposes.

Section 3.03 Signs or Business Activities. No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property (or any Lot). No business activities of any kind whatsoever shall be conducted in any residence or building or in any portion of the

Property; provided, however, the foregoing covenant shall not apply to the business activities, signs and billboards of the Declarant, its designated agents or assigns during the sale period (as defined in Section 12.01) or standard "For Sale" signs used by realtors in Glynn County, Georgia.

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Section 3.04 Clotheslines, Storage Piles, Garbage Cans, Etc. All parts of the Property (or any lot) shall be kept in a clean condition, and no rubbish, trash or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No clotheslines or storage piles shall be permitted on any Lot or the Property. All garbage or trash shall be placed only in garbage cans or other covered containers designated for that purpose and maintained in a good and sanitary condition. The Declarant, or its' agents and assigns shall have the right to remove any condition existing in violation of this section and charge the owner for the reasonable cost thereof.

Section 3.05 Gardening, Fences, Hedges, Etc. No vegetable gardening shall be done in front or on the side of any residence located on any Lot. No fences, hedges or walls shall be erected or maintained upon the Property, except those approved by the Declarant, or the Board of Directors.

Section 3.06 Prohibition Against Nuisance, Etc. No Lot Owner or Occupant of any residence thereon shall engage in any act or use of the Property or any Lot, or allow any condition to exist thereon which will (i) adversely affect any other Lot or their Owners or Occupants, (ii) cause embarrassment, discomfort or annoyance to other Lot Owners or Occupants, or (iii) interfere with the use and enjoyment of the Property by other Owners.

Section 3.07 Compliance with Governmental Regulations. No immoral, improper, offensive or unlawful use shall be made of any part of the Property, and all applicable laws, zoning ordinances and regulations of all governmental bodies shall be observed.

Section 3.08 Parking. Each Lot Owner on which a residence is constructed shall provide a suitable area on his or her Lot for the parking of at least two standard size automobiles, exclu-

sive of any enclosed garage area. The parking of other vehicles and equipment, including, but not limited boats, canoes, bicycles, motorcycles, campers, trailers and other recreational vehicles shall be governed by rules and regulations of the Declarant or the Board of Directors and one or more category of equipment may be prohibited.

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Section 3.09 Prohibition Against Unsightly Conditions. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly or disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkept condition, shall not be pursued or undertaken in any parking space, driveway or other area of the Property (or any Lot) where such activity would be visible to any other Lot Owner or Occupant.

Section 3.10 Driveways. Each lot owner on which a residence is constructed shall provide a driveway constructed out of concrete, asphalt, or oyster shell, or other suitable material or a comparable nature, connecting the residence to the street on which the residences or garage fronts.

Section 3.11 Monuments. Prior to commencing construction or any residence, the Owner of a Lot on which said construction is proposed, shall install permanent reference markers to be erected by a registered land surveyor at the Owner's expense. The monuments to the extent practicable shall be located at the four corners of the lot on which the proposed construction is to take place.

Section 3.12 Subdivision of Lots. No Lot shall be sold except as a whole, or subdivided for the purpose of erecting a residence on either portion thereof; provided, however, a Lot may be subdivided into two parts when the portions so created are immediately added to adjoining Lots.

Section 3.13 Artesian Wells; Irrigation. Artesian wells may be drilled on a Lot with the prior written approval of the Declarant, or its assigns. No Lot Owner shall use the water in

Bayswater Lake for irrigation or for other than recreational purposes.

Section 3.14 Maintenance of Lots. The Declarant reserves the right to care for any vacant and unkept Lot, and to remove therefrom all tall grass, undergrowth, weeds, and rubbish, for the purpose of preventing unsightly and undesirable conditions, and do any other thing and perform any labor, as may be necessary in the sole discretion of the Declarant or its assigns. The cost of such work shall be charged to the owner and collectible as an assessment provided for in Article XI of this Declaration.

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ARTICLE IV

ARCHITECTURAL CONTROL

Section 4.01 Size of Residences: Building Plans. All residences constructed on the Property or any lot, shall not have less than a minimum square footage of 1700 square feet of heated living area. No building, fence, wall, swimming pool, dock or other structure shall be commenced, erected or maintained, nor shall any addition to, or exterior change or alteration thereto, be made, until plans and specifications showing the nature, kind, shape, height, material, floor plan, exterior color scheme, location and approximate square footage have been submitted to and approved in writing by Declarant or its designated representative. The Declarant shall have the right to refuse to approve any such building plans or specifications which are not suitable or desirable to it in the exercise of its discretion, for any reason, including purely esthetic considerations.

Section 4.02 Height Limitation and Design. No owner shall construct any residence in excess of thirty (30) feet in height without the prior written approval of the Declarant, or its assigns. The approval of the Declarant may be withheld for any reason including purely aesthetic reasons. No exposed foundation piers, or three-sided residences shall be constructed on any Lot. All buildings shall be constructed at least 24 inches above the finished grade of each Lot.

Section 4.03 Building Material. No asphalt, asbestos, T-111 siding or interior wood panel siding shall be used in the construction of the exterior of any residence. No tin roof shall be used in the construction of any residence and all roofs shall have a pitch of not less than 4/12 feet.

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Section 4.04 Setbacks. Residences shall be located on Lots in accordance with the building setback lines shown on the recorded plat or plats of Notting Hill Subdivision. The Declarant, or its designated representative, shall have the right to grant a variance in writing, to any setback requirement, not to exceed twenty-five (25%) percent of the distance of the required building setback line.

Section 4.05 Garages. All garages shall be constructed out of the same building material as the residence and attached to the residence. The garages shall not be located in such a manner as to violate the setback lines provided for in Section 4.04 of this Declaration. Each residence shall include a garage capable of housing at least one standard size automobile. The construction of all garages shall be accomplished at the same time as the residence is constructed. All garages shall be equipped with garage doors. No garages shall front on any street on which a residence fronts without the prior written approval of the Declarant. No carports shall be constructed on any Lot.

Section 4.06 Land Use; Landscape Plan. All Lots bounded by the Glynco Parkway or Interstate No. 95 shall maintain the rear fifty (50) feet of each Lot as a natural, undisturbed buffer area. The rear fifty (50) feet of each Lot bounded by Bayswater Lake shall be landscaped and planted with grass or other plants that will prevent soil erosion along the bank of the lake. A landscape plan for all Lots in the Notting Hill Subdivision shall be approved by the Declarant or its designated representative prior to the time any construction commences on any Lot.

Section 4.07. Revisions; Committee. The Declarant reserves the right to modify, amend or waive any provision of this Article

at any time and for any reason, to include the right to delete any or all portions of this Article. The Declarant and/or the Association may create a Architectural Control Committee and delegate to such committee the right to approve any plans required to be submitted to the Declarant and/or the Association for its approval

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ARTICLE V

EASEMENTS

Section 5.01 Utility Easements. The Declarant for the benefit of itself and its assigns, hereby reserves a perpetual easement in, on, over and under all streets, areas set aside from drainage ditches, private easements, and in an area ten (10) feet in width adjacent to each and every lot lines, with the full right of entry thereon, for the purpose of construction, installing, maintaining and repairing of utilities to include adequate drainage. This reservation shall not be construed as creating any obligation upon the part of the Declarant or its assigns, to provide or maintain any such utilities. For the purpose of this Article the term utilities shall be deemed to include, but not by way of limitation, electrical, natural gas, water, telephone, cable television and drainage facilities.

Section 5.02 Aviation Easement. The Property is located within the vicinity of Glynco Jetport and certain Lots will be conveyed subject to an aviation easement from Union Camp Corp. to the United States of America recorded in Deed Book 9-I, page 362. Because of the location of the Property, a portion of the Property may suffer from noise generated by the overflight of aircrafts.

ARTICLE VI

COMMON PROPERTIES

Section 6.01 Common Property. For the benefit of all Owners of Lots in Notting Hill Subdivision, the Declarant has or will develop and set aside for the use of the Property Owners Association, a recreational area including a boat launching area, for ingress or egress by the Owners to Bayswater Lake. The

recreational area and Bayswater Lake shall constitute Common Property and shall be deeded by the Declarant to the Association. In addition, the landscaped entrance to Notting Hill Subdivision shall be deed to by the Declarant to the Association and shall constitute a part of the Common Property. The Common Property shall remain undivided and no Owner nor any other person shall be entitled to bring any action of partition or division of the whole or any part thereof. Each Owner may use the Common Property for the purpose which it is intended and subject to the rules and regulations of the Association. The maintenance and operation of the Common Property shall be the responsibility of the Association.

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Section 6.02 Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Property, subject to (i) the right of the Association to limit the number of guests of a particular Owner; (ii) the right of the Association to suspend the voting rights and right to use the Common Property by any Owner for any period during which any assessment on Owner's Lot remains unpaid; (iii) for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations.

Section 6.03 Delegation of Use. Any Owner may delegate, in accordance with this Declaration, his or her right of enjoyment of the Common Property to the members of his immediate family, or his tenants who reside in a residence on a particular Lot.

Section 6.04 Addition of Property. In the event the Declarant subdivides additional property now owned or hereafter acquired by it, which is contiguous to Notting Hill Subdivision, the Declarant reserves right to make said additional land subject to the terms of this Declaration, and upon the happening of such event, the owners of lots in said new area, shall automatically become members of the Association, and entitled to use of the Common Property.

Section 6.05 Insurance. The Association shall carry liability insurance in such amount and upon such terms as the Board of

Directors may determine to protect the Association against any claim of liability or damage arising out of its ownership or operation of the Common Property.

Section 6.06 Lake Use. No boat or watercraft equipped with a gasoline motor or engine shall be allowed to use Bayswater Lake. The Association shall have the right to enact rules and regulations governing the type, size and length of boats that may be docked or operated at Bayswater Lake. 734

Section 6.07 Responsibility of Association. The maintenance of the Common Property shall be the responsibility and a common expense of the Association.

ARTICLE VII

PRIVATE DOCKS

Section 7.01 Construction of Docks. No dock will be constructed in Bayswater Lake without the prior written approval of the Developer as to the location of the dock and the method of its' construction. All owners of lots bordering on Bayswater Lake may construct docks subject to the approval of the Developer and any necessary governmental approval of State or Federal agencies having jurisdiction thereof. No private dock shall be constructed nearer than twenty-five (25) feet of any side lot line of any Lot, without the approval of the Declarant or its designated representative. All docks, whether floating or fixed, shall be constructed within the boundaries of the various Lots in accordance with plans approved by the Declarant or the Association.

Section 7.02 Commercial Use. No private dock shall be used at any time for commercial purposes and no watercraft other than pleasure boat shall be parked at any private dock at any time.

ARTICLE VIII

RESERVATIONS

Section 8.01 Expansion. The Declarant reserves the right to extend Notting Hill Subdivision, to any and all adjacent and contiguous real property owned or hereafter acquired by it. The

expansion shall be accomplished by a written recorded amendment which shall contain a legal description by metes and bounds of the real property to be included within Notting Hill Subdivision.

Section 8.02 Unsold Lots. The Declarant reserves the right to alter or change any unsold lot in Notting Hill Subdivision, including the addition to or elimination of any street, drainage ditch, easement, and previously platted lot.

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Section 8.03 Amendment. The Declarant reserves the right to amend or add to the Declaration, provided always that the amendments to this Declaration shall be in conformity with the general purposes herein contained.

ARTICLE IX

COVENANTS RUNNING WITH THE LAND

Section 9.01 Covenants. The aforesaid restrictions, conditions, limitations, and agreements set out in this Declaration shall be construed as covenants running with the land and shall apply to, and bind all persons, and shall be enforceable by the Declarant, its successors and designated assigns, or by any person who at any time, shall own a Lot in Notting Hill Subdivision, but the failure to enforce any one, or more, shall not be deemed as a waiver of the right to do so thereafter as to the same or any subsequent breach thereof.

ARTICLE X

TERM AND ENFORCEMENT

Section 10.01 Term. This Declaration shall run with the Property, and shall be binding upon the Declarant and all parties and persons claiming under it for a period of twenty-five years from the date that this Declaration shall be filed for record in the Clerk's Office; after which time this Declaration shall be extended automatically for successive periods of ten years each, unless an instrument terminating this Declaration, in whole or in part, shall be signed by a majority of the Lot Owners in Notting Hill Subdivision and filed for record in the Clerk's Office.

Section 10.02 Enforcement. If any person or person owning or exercising possession or control of a Lot in the Subdivision

shall violate, or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning property in the Subdivision, or for the Declarant, its successors and designated assigns, to prosecute any proceeding at law or in equity against such person or persons violating, or attempting to violate any such covenants to enjoin such violation, or to recover damages for such violation, or both. Invalidation of any one of these covenants by court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

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ARTICLE XI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 11.01 Creation of Liens and Personal Obligations of Assessments. Each Owner of a Lot, by the acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed, agrees to membership in the Association and the powers of the Association created pursuant to the terms of the Declaration, including the authority of the Association to levy assessments.

Section 11.02 Assessments. The annual assessment or charges and special assessments fixed, established and collected from time to time, as hereinafter provided, together with interest thereon and the cost of collection thereof, shall be a charge on and a continuing lien upon the Lot against which each assessment is made, when a notice claiming a lien has been recorded in the Clerk's Office by the Association, but no lien shall be recorded until such sums remain unpaid for at least thirty days after the same shall become due. Such lien shall also secure all assessments which come due thereafter until the lien is satisfied. Each Owner shall be liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her successor in title shall be jointly and severally liable for such portion thereof as may be due and payable at the time of the conveyance, but without prejudice to the rights of such successor to recover from his or her grantor the amount paid therefor by such successor; provided, however, that any person who becomes

the Owner of a Lot, purchase at a judicial or foreclosure sale conducted with respect to a first mortgage, or pursuant to any procedure in lieu of foreclosure of a first mortgage, shall be liable only for the assessments coming due after the date such person acquires title to said lot.

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Section 11.03 Annual Assessments. The annual assessments, when levied by the Association, shall be deposited in a common expense fund, which shall be used to cover the common expenses of the Common Property, including but not limited to the following:

(a) State and County ad valorem taxes on the Common Property;

(b) Such insurance protecting the Association, the Board of Directors, and the owners as members of the Association, in such amounts as the Board of Directors may deem necessary or appropriate.

(c) Maintenance charges and cost of repairs appropriate to the upkeep of the Common Property;

(d) The Board of Directors may, from time to time, also provide for the establishment and maintenance of a reasonable operating or other reserve fund to cover unforeseen contingencies or deficiencies arising from unpaid assessments or liens or emergency expenditures in connection with the maintenance of the Common Property.

Section 11.04 Determination of the Annual Assessment. The annual assessment shall be established on the calendar year basis and shall commence as to each Lot, on the date established by the Association, at its first annual meeting. That portion of each adjusted assessment attributable to the number of days remaining in the year after the assessment is established shall be paid to the Association at the time the assessment is established. Unless otherwise provided by the Board of Directors, one-twelfth of the annual assessment for each Lot shall be due and payable on the first day of each month in the assessment period, and shall be paid to the Association when due, without further notice from the Association. On demand at any time by an Owner or by a pur-

chaser under contract with an Owner for the purchase of such Owner's Lot, the Association shall furnish a certificate in writing signed by an officer of the Association setting forth whether or not the assessment on each Owner's Lot has been paid.

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Section 11.06 Effect of Non-Payment of Assessment, Remedies of the Association. Any assessment not paid within ten days after due date shall bear interest from the due date at the rate of twelve (12%) per centum per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or file a lien against such Owner's Lot, in which event, interest and costs, plus reasonable attorney's fees shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, vests the Association or its agents with the right and power to bring all actions against him or her personally in the same manner as are liens for the improvements 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 the other Owners. The Association, acting on behalf of the Owners, shall have the power to purchase the Lot, including any improvement thereon, at any foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Non-use of the Common Property or abandonment of the Lot shall not constitute a defense against any action on account of any unpaid assessment.

Section 11.07 Priority of Liens. The lien of the assessment shall be prior and superior to all other liens except liens of: (i) ad valorem taxes, and (ii) first liens created by security deeds or deeds to secure debt. The sale or transfer of any Lot shall not affect the assessment lien; provided, however, that the sale or transfer of any Lot which is subject to a first lien, pursuant to any judicial sale or foreclosure thereof, or pursuant to any proceedings in lieu of foreclosure, shall extinguish the lien of such assessment as to the payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from the liability for any assessment thereafter becoming due or from the lien thereof.

Section 11.08 Accounting. The Association shall maintain full and accurate books in Glynn County, Georgia, and all owners shall have a right to inspect and examine such books at reasonable times. The books shall be closed at the end of each calendar year.

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ARTICLE XII

GENERAL PROVISIONS

Section 12.01 Sale Period. Notwithstanding any provision herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the sale period (sale period is defined as the time from development of the Subdivision until such time as the Developer ceases to be the owner of any lot held for sale) upon such portion of the Property as the Declarant may be reasonably required, convenient, or incidental to the sale of the lots owned by the Developer, including without limitation, a business office, storage area, for sale signs and sales office.

Section 12.02. Effective Date. The Declaration shall become binding on the Property and the Association shall come into being on the date the first Lot is sold. Commencing on that date, each purchaser or Owner of a Lot, shall be subject to all of the terms and conditions of this Declaration, the power and authority of the Association and to all assessments and charges levied by the Association, pursuant to all the provisions of this Declaration.

Section 12.03 Management of Association. During the course of the sale of the various lots in Notting Hill Subdivision, and until the sale of the last lot, the Declarant shall have the right to exercise all voting rights of the Owners of any Lot and to perform the functions of the Association. So long as the performance of the functions of the Association is borne by the Declarant, the right of the Association to fix assessments shall be suspended. Unless the Declarant transfers management of the Association to the Owners at an earlier date, the Declarant's right to perform the functions of the Association shall expire when the last lot held by the Declarant for sale is sold.

Section 12.04 Amendment. Amendments to this Declaration which are authorized by this Declaration and the By-Laws and made prior to the time the Declarant relinquishes control over the Subdivision to the Association, shall become effective when approved by the Declarant and recorded in the Clerk's Office; provided, however, that no such Amendment shall adversely and **730** materially affect any rights of any then existing mortgage holder or Lot Owner. In the event that such Amendment does adversely and materially affect any rights of any then existing mortgage holder or Lot Owner, the Amendment shall be valid only upon written consent thereto of all the mortgage holders effected thereby and seventy-five (75%) per cent of the then existing Lot Owners effected thereby. Such Amendment shall be certified by the Declarant as having been approved and shall be effective when recorded.

IN WITNESS WHEREOF, the undersigned Murray and Seckinger, Inc. has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be affixed under proper authority of its Board of Directors, on this the 3 day of JUNE, 1987.

Signed, sealed and delivered on the 3rd day of June, 1987 in the presence of:-

Joseph A. McMillan
Witness
Franklin Jones Miller
Notary Public
State of Georgia

MURRAY AND SECKINGER, INC.

By: Victor E. Murray
Its President

Attest: Malcolm D. Hill
Its Secretary

Notary Public, Glynn County, Georgia
Commission Expires Oct. 1, 1989

Exact Date of Notarization: June 3, 1987

SEAL

EXHIBIT "A"

All that certain tract or parcel of land situate, lying and being in the 26th G. M. District of Glynn County, Georgia, and being a portion of lands formerly known as Union Camp Corporation's "Brunswick Timberlands Tract" and being described and identified according to a print of a plat of survey prepared by Ralph E. Lackey, Georgia Registered Land Surveyor No. 1635, entitled "Notting Hill - Phase One", dated August 12, 1987, and last revised on August 17, 1987, as follows, to wit:

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TO FIND THE TRUE POINT OF BEGINNING, commence at a point where the existing northwesterly right-of-way line of Glynco Parkway (having a 150 foot right-of-way) intersects with the westerly right-of-way line of Canal Road (having a 60 foot right-of-way) and from said point of intersection running in a southwesterly direction along the right of way line of Glynco Parkway for a distance of 420.33 feet to a concrete monument which marks the TRUE POINT OF BEGINNING; thence from said TRUE POINT OF BEGINNING running South 52 degrees 04 minutes 13 seconds West for a distance of 100.25 feet to a point; thence continuing to run South 52 degrees 04 minutes 13 seconds West along the northwesterly right-of-way line of Glynco Parkway for a distance of 962.87 feet to a point which is a point of curvature; thence continuing to run along the northwesterly right-of-way of Glynco Parkway along the arc of a curve (said curve having a radius of 1,835.70 feet, an arc of 803.81 feet, and a tangent of 408.45 feet) for a distance of 33.00 feet to a point; thence continuing to run along the arc of the above described curve for a distance of 154.21 feet to a point; thence turning and running North 29 degrees 59 minutes 32 seconds West for a distance of 180.36 feet to a point; thence continuing to run North 29 degrees 59 minutes 32 seconds West for a distance of 60.05 feet to a point which is a point of curvature; thence turning and running along the arc of a curve in southeasterly direction (said curve having a radius of 1,625.70 feet, an arc of 158.83 feet and a tangent of 79.48 feet) for a distance of 57.88 feet to a point; thence turning and running North 38 degrees 39 minutes 47 seconds West for a distance of 160 feet to a point; thence turning and running North 79 degrees 06 minutes 21 seconds West for a distance of 65.00 feet to a point; thence turning and running North 61 degrees 10 minutes 00 seconds West for a distance of 606.23 feet to a point; thence turning and running South 88 degrees 45 minutes 00 seconds West for a distance of 54.39 feet to a point; thence turning and running North 04 degrees 10 minutes 00 seconds East for a distance of 185.00 feet to a point; thence continuing to run North 04 degrees 10 minutes 00 seconds East for a distance of 51.25 feet to a point; thence turning and running South 73 degrees 10 minutes 00 seconds East for a distance of 105.24 feet to a point; thence turning and running North 24 degrees 15 minutes 00 seconds East for a distance of 214.40 feet to a point; thence turning and running North 05 degrees 38 minutes 52 seconds West for a distance of 480.84 feet to a point; thence turning and running South 66 degrees 15 minutes 00 seconds West for a distance of 190.25 feet to a point, which is a point of curvature; thence running in a northerly direction along the arc of a curve (said curve having a radius of 153.60 feet, an arc of 282.84 feet and a tangent of 202.00 feet) for a distance of 121.87 feet to a point; thence turning and running South 72 degrees 15 minutes East for a distance of 50.00 feet to a point; thence turning and running North 17 degrees 45 minutes East for a distance of 17.67 feet to a point; thence turning and running South 87 degrees 45 minutes East for a distance of 496.37 feet to a point; thence turning and running South 25 degrees 00 minutes East for a distance of 58.38 feet to a point; thence turning and running North 65 degrees 00 minutes East for a distance of 180.00

feet to a point; thence continuing to run North 65 degrees 00 minutes East for a distance of 60.00 feet to a point; thence turning and running North 25 degrees 00 minutes West for a distance of 57.45 feet to a point; thence turning and running North 65 degrees 00 minutes East for a distance of 179.80 feet to a point; thence turning and running South 25 degrees 00 minutes East for a distance of 870.15 feet to a point; thence turning and running South 04 minutes 58 minutes East for a distance of 221.98 feet to a point, which is a point of curvature; thence turning and running in an easterly direction along the arc of a curve (said curve having a radius of 510.66 feet, an arc of 389.68 feet, and a tangent of 204.88 feet) for a distance of 202.50 feet to a point; thence turning and running South 41 degrees 57 minutes 13 seconds East for a distance of 11.57 feet to the POINT OF BEGINNING.

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Reference is hereby made to the aforesaid Lackey plat of survey for the purpose of more particularly describing the location, metes and bounds of the subject property and for all other purposes allowed by law.

RECORDED 12-11-1927
Samuel M. Johnson

E E E

32-B

FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, CONDITIONS, LIMITATIONS,
RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC.,
OF NOTTING HILL SUBDIVISION

STATE OF GEORGIA
COUNTY OF GLYNN

18

KNOWN ALL MEN BY THESE PRESENTS, that this First Amendment to Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc. of Notting Hill Subdivision, is made on this the 27th day of January, 1989, by MURRAY AND BECKINGER, INC., a Georgia corporation ("Declarant");

W I T N E S S E T H:

WHEREAS, Declarant submitted certain property (the "property") located in Glynn County, Georgia to certain restrictions by that certain Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, etc. (the "Declaration") dated June 3, 1987, and recorded in Deed Book 30-A, page 714, in the Office of the Clerk of the Superior Court of Glynn County, Georgia; and

WHEREAS, Declarant desires to amend the Declaration in certain respects;

NOW THEREFORE, the Declaration is hereby amended as follows:

(1) By deleting from Section 4.03 entitled "Building Material" the following words: "T-111 siding", and inserting in lieu thereof the following words: "partial board siding".

(2) By adding to the end of Section 6.06 entitled "Lake Use" the following language:

This Section shall not apply to boats or watercraft authorized by the Association to perform maintenance and dredging work on Baywater Lake.

This Amendment shall be construed and interpreted under the laws of this State of Georgia and shall inure to the benefit of and be binding upon Declarant, its successors and assigns and all lot owners in Notting Hill Subdivision, or their successors and assigns.

IN WITNESS WHEREOF, Murray and Seckinger, Inc. has caused this Amendment to be executed by its corporate officers and its corporate seal to be affixed hereto, the day and year first above written.

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Signed, sealed and delivered in the presence of:

MURRAY AND SECKINGER, INC.

Jayne Johnson
Witness

By: William E. Murray
Its President

Kathryn C. Key
Notary Public
Notary Public, Glynn County, Georgia
My Commission Expires Feb. 3, 1990

Attest: Michael Seckinger
Its Secretary

SEAL

4/12 89

AMENDMENT TO DECLARATION OF
RESTRICTIONS, CONDITIONS, LIMITATIONS,
RESERVATIONS, EASEMENTS, RIGHTS, PRIVILEGES, ETC.
OF NOTTING HILL SUBDIVISION

THIS AMENDMENT to the Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc. of Notting Hill Subdivision (this "Amendment"), is made this 13th day of February, 1992, by MURRAY AND SECKINGER, INC., a Georgia corporation (the "Declarant").

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000315

W I T N E S S E T H:

WHEREAS, Declarant submitted certain property located in Glynn county, Georgia to certain restrictions by that certain Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc. of Notting Hill Subdivision, dated June 3, 1987, and recorded in Deed Book 30-A, Page 714, in the Office of the Clerk of the Superior Court of Glynn County, Georgia, as amended by that certain First Amendment to Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges, Etc. of Notting Hill Subdivision, dated January 27, 1989, and recorded in Deed Book 32-B, Page 18, aforesaid public records (said Declaration and First Amendment being hereinafter referred to as the "Declaration"); and

WHEREAS, said Declaration, in Section 6.04 thereof, provided that in the event Declarant subdivided additional property then owned or thereafter acquired by Declarant, which property is contiguous to Notting Hill Subdivision, the Declarant reserved the

right to make such additional land subject to the terms of the Declaration; and

WHEREAS, said Section 6.04 provided further that upon such addition of additional land, the owners of lots in said area shall automatically become members of the Notting Hill Property Owners' Association, Inc. (the "Association") and entitled to use of the Common Property (as such Common Property is described in said Declaration); and

WHEREAS, Declarant desires to amend the Declaration to provide for the addition of subsequent phases.

000316

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. By adding to the legal description attached to said Declaration as Exhibit "A" thereto, those certain tracts or parcels of land comprising Notting Hill Subdivision, Phases 1-A, Two and Three, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Phases 1-A, Two and Three").

2. Said Phases 1-A, Two and Three shall be held, sold and conveyed subject to the said Declaration.

THIS AMENDMENT shall be construed and interpreted under the laws of the State of Georgia and shall inure to the benefit of and be binding upon, the Declarant, its successors and assigns and all lot owners in Notting Hill Subdivision, or their successors and assigns.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed and its corporate seal affixed, this 13th day of February, 1992.

Signed, sealed and delivered in the presence of:

MURRAY AND SECKINGER, INC. 000317

Jay Jordan
Unofficial Witness

By: Robert T. Murphy
Its Vice President

Deaton Gray
Notary Public

Attest: Mark [Signature]
Its Secretary

[CORPORATE SEAL]



My Commission Expires: 10-22-94

EXHIBIT "A"

PARCEL NO. ONE (Lots in Phase One (Revised), and Phase 1-A, Notting Hill Subdivision)

All those certain, lots, tracts or parcels of land situate, lying and being in 26th G.M. District of Glynn County, Georgia and being described and identified according to a print of a plat of survey prepared by Ralph E. Lackey and Associates, dated May 23, 1988 entitled "Notting Hill, Phase 1-A", which appears of record in Plat Drawer 20, as Map No. 179, in the Office of the Clerk of the Superior Court of Glynn County, Georgia (the "Phase 1-A Plat"), and according to a print of a plat of survey prepared by Atlantic Survey Professionals, dated March 7, 1989, entitled "Final Subdivision Plat of Notting Hill, A Resubdivision of 6 Lots -- Lots 205, 206, 207, 208 and 209 of Phase One and Lot "F" of Phase 1-A", which appears of record in Plat Drawer 20, as Map No. 296, aforesaid records (the "Revision Plat"), as follows, to-wit:

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ALL OF LOTS 205 through 209, inclusive, of Phase One, and ALL OF LOT "F", of Phase 1-A, as shown on said Revision Plat, and ALL OF LOTS "A", "B", "C", "D" AND "E", OF PHASE 1-A, as shown on the Phase 1-A Plat.

Reference is hereby made to the aforesaid Phase 1-A Plat and the Revision Plat and to the respective record of each for the purpose of more particularly describing the location, metes and bounds of subject property and for all other purposes allowed by law.

PARCEL NO. TWO (Lots in Phase Two, Notting Hill Subdivision)

All those certain, lots, tracts or parcels of land situate, lying and being in 26th G.M. District of Glynn County, Georgia and being described and identified according to a print of a plat of survey prepared by Ralph E. Lackey and Associates, dated June 1, 1990, and bearing the seal of Ralph E. Lackey, G.R.L.S. No. 1635, entitled "Final Subdivision Plat of Notting Hill - Phase Two", as the same appears of record in Plat Drawer 20, as Map No. 471, in the Office of the Clerk of Superior Court of Glynn County, Georgia, (the "Phase Two Plat"), as follows, to-wit:

ALL OF LOTS ONE (1) THROUGH TWENTY-SIX (26), INCLUSIVE, NOTTING HILL, PHASE TWO.

Reference is hereby made to the aforesaid Phase Two Plat and to the record thereof for the purpose of more particularly describing the location, metes and bounds of the subject property and for all other purposes allowed by law.

EXHIBIT "A" CONTINUED

PARCEL NO. THREE (Lots in Phase III, Notting Hill)

All those certain lots, tracts or parcels of land situate, lying and being in 26th G.M. District of Glynn County, Georgia, and being described and identified according to a print of plat of survey prepared by Ralph Lackey and Associates, dated October 18, 1990, bearing the seal of Ralph E. Lackey, G.R.L.S. No. 1635, entitled "Notting Hill - Phase III", as the same appears of record in Plat Drawer 21, as Map No. 261, in the Office of the Clerk of Superior Court of Glynn County, Georgia, (the "Phase III Plat"), as follows, to-wit:

000319

ALL OF LOTS ONE (1) THROUGH TWENTY-SEVEN (27) , INCLUSIVE, OF NOTTING HILL SUBDIVISION, PHASE III.

Reference is hereby made to the aforesaid Phase III Plat and to the record thereof for the purpose of more particularly describing the location, metes and bounds of the subject property and for all other purposes allowed by law.

