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Record and Return to:
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STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM) DECLARATION OF PROTECTIVE COVENANTS
) FOR BUCKINGHAM PLANTATION, PHASE 2A

THIS DECLARATION OF PROTECTIVE COVENANTS FOR BUCKINGHAM PLANTATION, PHASE 2A made and published this 12 day of December 2018, by D. M. JONES CONSTRUCTION, INC., a Georgia corporation, hereinafter sometimes known as "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of **BUCKINGHAM PLANTATION, PHASE 2A**, 1559th G.M. District, Effingham County, Georgia, that is shown and more particularly described by the plat of survey made by Warren E. Poythress, GA Registered Land Surveyor No. 1953, dated August 22, 2018, recorded in the Office of the Clerk of Superior Court of Effingham County, Georgia, in Plat Book 28, Pages 430-432, (the "subdivision plat") which is incorporated herein by specific reference thereto, and

WHEREAS, it is to the interest, benefit and advantage of Declarant, and to each and every person who shall hereafter purchase any residential lot in said Subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land, and

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 of the residential Lots in said Subdivision, said Declarant does hereby set up, establish, promulgate, and declare the following protective covenants to apply to all of the said lots in **BUCKINGHAM PLANTATION, PHASE 2A**, as aforescribed in the Subdivision Plat, and to all persons owning said lots hereafter.

1. Architectural Review Committee.
 - (a) The Architectural Review Committee (hereinafter sometimes referred to as the "Committee") shall consist of the following individuals: Dennis Jones and Vera Jones, or their successors or assigns.
 - (b) The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove the exterior colors and finishes within thirty (30) days after the same has been submitted

Clayton Prod. 10-2278-74

to it, in writing, approval will not be required, and the approval of the Committee shall be deemed to have been given; provided, however, that such failure to disapprove shall not be deemed to waive compliance with the Covenants as to other matters and future events. If such approval is not sought, and construction of any such improvements is commenced, suit to enjoin completion of construction may be brought at any time prior to the completion of such improvements.

2. Easements for drainage and utility purposes: Easements for drainage and utility purposes are reserved over, across and upon the lots, as shown and more particularly described by the plat of survey of the Subdivision. No building or fence or any other structure shall be placed on any easement shown on the Subdivision plat.

3. Lot Restrictions: No lot shall be subdivided; provided, however, lots may be re-combined as long as the total number of said recombined lots is not increased and such re-combination is approved by the Effingham County Commission. Each lot shall be designated as a residential building lot; only one single-family dwelling and one detached building shall be erected on any lot. No portable or prefabricated utility buildings are allowed on any lot. No mobile homes, duplexes, or apartments of any sort shall be permitted in the Subdivision. No dwelling shall exceed two (2) stories in height, and all dwellings shall be set back as shown on the Subdivision plat. The Purchaser and/or Builder will need to review the setback requirements on each lot individually. No above ground pools are allowed on any lot.

4. Building Plan Approval: No building or structure shall be erected, placed or altered on any lot until the construction plans have been approved by the Declarant, who shall not be responsible or liable in any way for the performance of any builder or for any defects in any plans nor for any structural defects in any work done according to such plans. All construction shall be completed within twelve (12) months after the commencement of same. Specifications for exterior finish must be shown on or attached to the construction plans. A minimum 7/12 roof pitch is required on all homes. A minimum elevation of 12 inches above grade is required on all homes. All windows shall be a minimum of solid vinyl window with a built in brick mold, or as otherwise allowed by Declarant.

5. Exterior Building Finishes: It is suggested, but not required, that the exterior finish of each residential dwelling be of the same material. Allowable exterior finishes, materials and colors must be approved by the Declarant. Brick, stucco and concrete siding (wood texture) are generally allowable exterior finishes, but must be approved by Declarant. Quality vinyl products can be used, but also must be approved by Declarant. Roof material must be approved by Declarant. Any combination of exterior products must be approved. Products such as stucco around windows and doors for accent purposes are generally acceptable. Approval or disapproval of all designs and all exterior finishes are within Declarant's complete discretion. Any detached building shall be completed with the same exterior finish or combination of finishes as that of the dwelling.

6. Minimum Building Size: No dwelling house shall be erected, constructed, or maintained on any of the lots in the Subdivision having a total floor area, exclusive of porches, terraces, garages, patios, storage, and utility space, of less than one thousand five hundred (1,500) heated square feet for a one story dwelling and a minimum of one thousand five hundred (1,500) square feet for both ground floor and second floor heated area of a two-story dwelling, plus a minimum of a two (2) car garage or two (2) car carport, if approved by Declarant. Provided, however, Declarant has the discretion to approve any exception to the minimum square footage requirements based on plan quality.

7. Nuisances and Vehicles:

a. No noxious, offensive activity or noise shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision neighborhood. Examples of prohibited activity would include the creation and/or maintenance of facilities such as kennels for housing hunting dogs. No lot shall be used or maintained as a dumping ground for litter, garbage or trash. All items of waste shall be kept in sanitary containers. No lot owner shall permit development of any unclean, unsightly or unkempt condition of the house and grounds on such lot, which would tend to decrease the beauty of the Subdivision neighborhood as a whole or the specific area. All lot owners are required to keep their lots maintained, with grass cut and neat at all times. Should any lot owner fail to maintain the lot or the improvements thereon, the Declarant or its agents and representatives may after thirty (30) days written notice to the owner of such lot, enter upon the Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush weeds, or other unsightly growth, for removing garbage or trash, or for performing such exterior maintenance as the Declarant, in its sole discretion, deems necessary or advisable. Such owner shall be personally liable to the Declarant and/or Buckingham Plantation Homeowners Association, Inc., for the direct and indirect cost of such maintenance, which costs shall be added to and become part of the assessment to which such owner and the lot are subject. Although notice given as herein provided shall be sufficient to give the Declarant, its agents and representatives, the right to enter upon such lot and perform such maintenance, entry for such purpose shall be only between the hours of 8:00 A.M. and 5:00 P.M. on any day except Sunday. The provisions hereof shall not be construed, however, as an obligation on the part of the Declarant or Buckingham Plantation Homeowners Association, Inc., to mow, clear, cut or prune any lot, to provide garbage or trash removal service, or to perform such exterior maintenance. If said expense of such exterior maintenance is not timely paid by owner, the amount thereof shall become a lien on the lot.

b. No junk trailers, old buses, vans, trucks, cars or other items of this sort will be allowed in the Subdivision. Parking of vehicles in disrepair will not be allowed. No unlicensed motor vehicles will be allowed in the Subdivision unless they are stored in an approved structure. All playground equipment, recreational vehicles, boats, or other extra vehicles shall be placed behind an approved privacy fence or stored in a building approved by Declarant. Clotheslines, if any, must be located behind an approved privacy fence.

c. No tractor-trailer trucks or large commercial vehicles are allowed to be parked in the subdivision. Tractor-trailer trucks can only be used for deliveries within the Subdivision.

8. Temporary Structures: No structures of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No portable buildings are allowed on any lot. Provided, however, that the Declarant has the right to have a temporary sales office.

9. Fences: All fence plans and fences shall be approved by the Declarant or the Architectural Review Committee until such time as all the lots in the subdivision are sold and the subdivision is turned over to the Homeowner's Association. At that time, the Homeowner's Association shall be contacted for approval of all fencing. Any such fence shall not be any closer to the road than the rear of the home unless a written approval exception has been granted by the Architectural Review Committee.

10. **Mailboxes:** All mailboxes shall be of uniform design as specified by the Declarant and shall be installed on each lot by either builder or lot owner.

11. **Sidewalks & Driveways:** Sidewalks are required on all lots and are builder's and lot owner's responsibility. Sidewalks shall be paved with concrete from property line to property line. No sidewalk shall be constructed or altered on any lot without the prior written approval of the Committee of the plans and specifications for such sidewalk. The Committee or Declarant also must approve the size and location of the sidewalk to be installed.

All driveways in the Subdivision shall be paved with asphalt or concrete from the road or street to the garage, and any construction or alteration of a driveway must receive prior written approval of the Committee as to plans, specifications, size and location. Other driveway material would have to be approved by the Declarant.

12. **Landscaping:** Landscaping, shrubbery, and grass shall be maintained at all times, and no shrubbery, trees, screening, etc., shall be allowed to restrict sight distance and/or create traffic hazards. Front yard sod and base front yard planting are required by closing of construction.

13. **Commercial Businesses:** No business of any kind whatsoever shall be erected, maintained, operated, or carried on, permitted, or conducted on any lot in the Subdivision, or any part thereof, excepting only "home occupations" as authorized by Effingham County Ordinances. No noxious, dangerous, or offensive activity or nuisance shall be erected, maintained, operated, carried on, permitted, or conducted on any lot, or on any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the Subdivision neighborhood.

14. **Signs:** No sign of any type may be placed on any lot for any purpose whatever except "For Sale" signs for the property which shall not be larger than 2' X 2' or temporary political signs not exceeding 2' x 2'.

15. **Drilling/Mining Restrictions:** No drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations of shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

16. **County Water System:** The Subdivision is served by a community water system provided by Effingham County (the "water company"). No water wells shall be drilled and no water mains shall be laid and or installed anywhere in the subdivision except by the water company. No owner can install or drill a well on any lot in the subdivision without the prior written approval of the water company (with the exception of a shallow well.) A water tap fee for each residence will be paid by purchaser to the water company at the time of closing on any lot conveyed from the Declarant to a purchaser.

17. **Satellite Dishes and Antennas:** Unless otherwise permitted by law, a small satellite dish may be placed on a lot in the Subdivision with written permission from the Declarant. In the event a satellite dish is placed on a lot, the exact location and type of dish must be approved by the Declarant. Certain types of satellite dishes will be approved by the Declarant provided they are placed in the backyard of a home in an approved location and are not attached to the dwelling.

18. Sewage Disposal: No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and approval of the Georgia Department of Public Health; approval of such systems as installed shall be obtained from such authority. Sewer will also be provided by Effingham County. A Sewer tap fee will be paid at time of closing or any lot conveyed from the Declarant to a purchaser.

19. Animals, Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Pets shall not be allowed to destroy property, create noise, or otherwise disturb any neighbor. Pets must be kept in an approved fenced yard. No more than two (2) animals may be kept or maintained on a lot.

20. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

21. Association Membership and Voting Rights:

(a) Except as otherwise provided in the Covenants, the administration of the Subdivision shall be vested in an association currently known as Buckingham Plantation Phase 2A Homeowners Association, Inc. (herein referred to as either the "Association" or the "Homeowners Association"). Every person who is the record owner of a fee or undivided fee interest in 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 that hold an interest merely as security for the performance of any obligation. No owner, whether one or more persons, shall have more than one membership vote per lot. Membership shall be appurtenant to and may not be separated from ownership of a lot. Ownership of a lot shall be the sole qualification for membership in the Association.

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

(i) Class "A" members shall be all of those owners as defined in sub-paragraph (a) above, with the exception of the Declarant, which 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 a Lot, all such persons shall be members and the vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot; and,

(ii) Class "B" members (the Declarant) shall be entitled to five hundred (500) votes. The Class "B" membership shall cease and be converted to Class "A" membership whenever the Declarant relinquishes its Class "B" rights at the Declarant's discretion.

(c) All present and future owners, tenants, and occupants of a lot shall be subject to and shall comply with the provisions of the Covenants, the Bylaws, 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 the occupancy of a lot shall constitute an acceptance by such owner, tenant, or occupant of the provisions of such instruments.

(d) After the Declarant relinquishes their Class B rights, the Association shall be directed by a Board of Directors, which will be a three member Board of Directors and shall be elected by the Association for a term of two (2) years. Each member shall be elected separately and by a vote of at least 50% of the quorum necessary for a meeting of the Association.

(e) Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or

other conveyance, covenants and agrees to pay to the Homeowners Association assessments which shall be fixed, established and collected from time to time as herein provided. Such assessments, together with such late charges and interest thereon and costs of collection thereof as provided by Georgia law, including but not limited to O.C.G.A. Section 44-3-232, shall be a charge on and a continuing lien upon the lot against which each such assessment is made. Such lien shall be perfected by filing of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia, a claim of lien within ninety (90) days after the assessment for which a lien is claimed became due. Such a claim of lien shall also secure all assessments and other amounts which come due thereafter until the claim of lien is canceled of record. Also, each owner shall be personally liable for the portion of any 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 but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Provided, however, any person who becomes the owner of a lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage on such lot or pursuant to any proceeding in lieu of the foreclosure of such mortgage shall be liable only for assessments coming due after the date such person so acquires title to such lot.

(f) Priority of Lien. The lien of the assessments provided for herein shall be prior and superior to all other liens except only (a) ad valorem taxes and (b) all sums unpaid on a first mortgage, if any, filed of record in the Office of the Clerk of the Superior Court of Effingham County, Georgia. 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 mortgage pursuant to the judicial sale or foreclosure thereof, or pursuant to any proceeding in lieu of foreclosure, shall extinguish the lien of such assessments as to the payments thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve the acquirer of title, and the successors-in-title and assigns thereof from liability for any assessment thereafter becoming due on the lot from the lien thereof. Provided, however, the Association may at any time, either before or after a first mortgage is placed on a lot, waive, relinquish or quitclaim in whole or in part the right of the Association to assessments provided for herein with respect to such lot coming due during the period which such lot is or may be held for liquidation by the first mortgagee pursuant to such sale or transfer.

22. Maintenance:

(a) Maintenance of the entrance of the Subdivision and any common areas within the Subdivision shall be the responsibility of the Association; and,

(b) The operation and maintenance of any lighting at the entrance to the Subdivision or any street lighting in the Subdivision not provided by governmental authority shall be the responsibility of the Association; and,

(c) If it is determined under Georgia law that the need for maintenance or repair of common areas, entrances, streets, signs or lighting is caused by the willful or negligent act of a lot owner, his family, guests, or invitees, then all of the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot owner is subject.

23. 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 the common areas, entrance, streets, and lighting in the Subdivision, and of the lots as herein provided. Such assessments shall include but not be limited to funds for actual costs to the Association of all administration, insurance, repairs, replacements, and maintenance of any common areas, entrance, streets and lighting of the Subdivision, as provided by the Covenants and as may from time to time be authorized by the Association, its Board of Directors or the Class B Member (Declarant). Other activities to be

paid for by means of such assessment include management fees, grass mowing, caring for grounds and streets, landscaping, equipment and other charges as may be required by the Covenants or that the Association or Board of Directors shall determine to be necessary to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, replacements and maintenance, and ad valorem taxes. Declarant reserves the right to waive or lessen Assessments in writing at its discretion.

24. Maximum Amount of Annual Assessments. Until January 1, 2018, the maximum annual assessment for each lot, or per dwelling if said dwelling occupies more than one lot, shall be Two Hundred Forty & 00/100 (\$240.00) Dollars, to be due and payable on the first day of January of each year, provided that assessments will be considered late after the fifteenth day of January of each year. All late fees and penalties allowable under Georgia law, including but not limited to those fees and penalties outlined by O.C.G.A. Section 44-3-232, will begin to accrue on the sixteenth day of January, unless assessments due have been paid. In the event that any assessment is late, Declarant reserves the right to report failure to pay assessments timely to credit bureaus, to refer the matter to a collection agency, and/or to hold an owner responsible for costs of collection. After January 1, 2018, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of membership of the Association and the maximum annual assessment may be increased more than five (5%) percent above the maximum annual assessment for the previous year by a vote of two-thirds (2/3) of each voting class of membership of the Association who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days and not more than sixty (60) days written notice of the time, place, and purpose of such meeting to all members.

25. Special Assessments. Notwithstanding any annual assessments authorized above, the Board of Directors or Class B Member (Declarant) may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of any common area, entrance, streets and lighting in the Subdivision; provided that any such special assessment shall have the assent of at least one-half (1/2) of the vote of Class A and B members who are voting in person or by proxy at a meeting held subsequent to at least thirty (30) days notice of the time, place, and purpose of such meeting to all members, provided a quorum is present.

26. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for in this paragraph shall be established on a calendar year basis, and shall be due at the time of closing of transfer as to each lot conveyed by the Declarant to another owner. The first annual assessment for each lot thus conveyed shall be adjusted according to the number of days remaining in the calendar year at the time of conveyance. Thereafter, the Association shall fix the amount of the annual assessments against each lot and send written notice of the same to every owner subject thereto at least thirty (30) days in advance of January 1 of each year. Unless otherwise provided by the Board, the annual assessment for each lot shall become due and payable on the first day of January 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. Exceptions for bulk lot transfers can be made by the Declarant for these assessments to begin when the lots are transferred to the resident occupant and not be assessed on speculative or model homes until builders have sold such lots to the actual resident occupants.

27. Administration. Subject to the provisions of this paragraph, and except as otherwise expressly provided herein, the administration of the Association, the maintenance, repair, and replacement of the Common Areas, entrance, sidewalks and lighting of the Subdivision and those acts required of the Association pursuant to the Covenants shall be the responsibility of the Association. Such administration shall be covered

by the Covenants and Bylaws of the Association. The duties and powers of the Association shall be those set forth in the Covenants and said Bylaws, together with those reasonably implied to effect the purposes of the Association. Such duties and powers shall be exercised in the manner provided by the Covenants and Bylaws of the Association. The Association shall have the responsibility of approving the annual budget, establishing and collecting annual assessments, and arranging for the carrying out of the functions and activities of the Association as provided herein.

28. **Duration.** The covenants and restrictions of the covenants shall run with the land, bind the land and shall inure to the benefit of and be enforceable by the Association, the Declarant, the Committee, or any owner, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this declaration is recorded. The covenants may be continued beyond said twenty (20) years for successive periods of ten (10) years each as follows: To continue the covenants at least two-thirds (2/3) of the record owners of lots shall execute a document containing a legal description of the entire area affected by the covenants and restrictions of this Declaration, a list of the names of all record owners of lots affected thereby, a description of the covenants and restrictions to be continued (which may be incorporated by a reference to another recorded document). Such document, together with the affidavit of an attorney licensed to practice in this State, stating that he has searched the land records and has verified the names of the record owners appearing in the document, shall be recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia prior to the expiration of the initial twenty (20) year period, or any subsequent ten (10) year extension and shall be effective upon recording.

29. **Protective Covenants applicable during construction:**

- a. During construction each owner and builder are responsible for cleaning up material and debris which may have been scattered onto property outside the lot boundaries. All lot owners are required to have a dumpster on site upon obtaining a building permit.
- b. Construction of a home must begin within ninety (90) days after clearing the lot for a building site.
- c. In the event the construction site is not kept clean, the Declarant has the right to clean the property at the expense of the owner and builder. If said expense is not paid by the owner or builder, the amount thereof shall then become a lien on the property. The use of a dumpster on each lot to assist and control this problem is recommended.
- d. The lot owner and builder are responsible for not allowing any dirt to leave a lot and spread on any street. Owner and builder will follow all requirements of the Georgia Environmental Protection Division (EPD) related to sediment or other requirements.
- e. Equipment needed for construction shall not be loaded or unloaded on any paved street. All equipment is to be driven and used on the lots only. In the event any party destroys any pavement, that party is responsible for any damage incurred. If payment for such damage is not received by Declarant, the amount thereof shall become a lien on the lot.

30. **Definitions:** Any terms or items not expressly defined herein are defined in the zoning ordinances of Effingham County in effect as of the date of the execution hereof, said ordinances being specifically incorporated herein for purposes of definition only.

31. **Covenant Violations:** Any violation or attempt to violate these covenants or restrictions may be enjoined in any proceeding at law or in equity and the person or persons violating or attempting to violate such covenants or restrictions shall be liable for all damages suffered by any person or persons who should by his

action have suffered any cost or damage.

32. Invalidation of Covenants: Any invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

33. Amendment: FHA or VA Compliance.

a. Declarant reserves the right to modify, alter, or amend, in whole or in part, these Covenants at any time, by a writing recorded in the records of the Clerk of Superior Court of Effingham County, Georgia.

b. Declarant shall have the unilateral right to amend or modify the covenants if, in the sole discretion of Declarant, such amendment or modification is necessary to provide that loans insured by the Federal Housing Administration or Veterans Administration can be made to purchasers of lots within the Subdivision.

c. Any amendment or modification enacted by Declarant pursuant to subparagraph (b) above shall affect all the lots within the Subdivision to the same degree as if the covenants were so modified or amended prior to the conveyance of any lots by Declarant.

34. Successors and assignees.

All rights and reservations of Declarant hereunder may be assigned by Declarant to any successor, assignee, or lessee of Declarant in the development and sale of the property.

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal on the day and year first above written.

D. M. JONES CONSTRUCTION, INC.

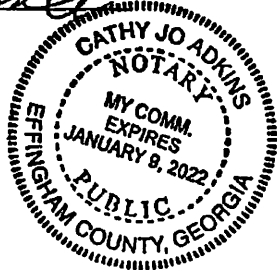
BY: Dennis M. Jones (L.S.)
Dennis M. Jones, CEO

ATTEST: Vera L. Jones (L.S.)
Vera L. Jones, Secretary

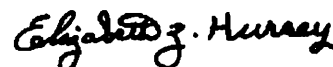
{Corporate Seal}

Signed, sealed and delivered
in the presence of

[Signature]
Witness
[Signature]
Notary Public



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04/29/2020 04:11 PM
ELIZABETH Z. HURSEY, CLERK
SUPERIOR COURT
EFFINGHAM COUNTY, GA



Prepared by:

**BOUHAN
FALLIGANT**

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Savannah, GA 31401
ATTN: Robert B. Brannen, Jr.
(912) 644-5721
File Number:

Please cross-reference to:
1) Deed Book 2503, page 47

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR BUCKINGHAM PLANTATION, PHASE 2A

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR BUCKINGHAM PLANTATION, PHASE 2A (the "Amendment") is made as of the 29th day of April, 2020, by D. M. JONES CONSTRUCTION, INC., a Georgia corporation (the "Declarant").

WITNESSETH, THAT:

WHEREAS, D. M. Jones Construction, Inc. is the declarant under that Declaration of Protective Covenants for Buckingham Plantation, Phase 2A, dated December 12, 2018, and recorded in Deed Book 2503, page 47, Effingham County, Georgia records (the "Declaration"); and

WHEREAS, pursuant to Section 33 of the Declaration, the Declarant reserved the right to modify, alter, or amend the Declaration at any time by filing an amendment in the Effingham County, Georgia, records; and

WHEREAS, the Declarant desires to amend the Declaration;

NOW THEREFORE, the undersigned hereby amends the Declaration as follows:

Article 1 Definitions

1.1. Capitalized Terms. The terms used in this Declaration shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

"Area of Common Responsibility": The Common Area together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of the Declaration, any Supplemental Declaration, or other applicable covenants, contracts or agreements.

"Association" or the "Homeowners Association": The Buckingham Plantation Phase 2 Homeowners Association, Inc., a Georgia nonprofit corporation.

"Builder": Any person, entity or its affiliate designated by Declarant as a "Builder" in this Declaration, in a Supplemental Declaration, or in any unrecorded written agreement between Declarant and said Builder with respect to the particular Lots specified in the document designating Builder status, and any Builder Affiliates that take title to said Lots. Status as a Builder with respect to a particular Lot will commence upon acquisition of said Lot, and terminate upon the sale, lease or other disposition of said Lot to any party other than a Builder Affiliate.

"Builder Affiliates": Any affiliated entity that takes title to a Lot specified in the document designating Builder status to a Builder, and is identified by said Builder as an affiliate in a written notice to Declarant or the Association. For purposes of this section, an affiliated entity must be a business entity that controls or is controlled by Builder or that controls or is controlled by members, shareholders or partners that control Builder. Notwithstanding the inclusion of Builder Affiliates in the definition of Builder, the written notice or notices to Declarant or the Association identifying Builder Affiliates shall designate a single entity that shall be Declarant's or the Association's point of contact for the Builder and all its affiliated entities, and any notices sent by or on behalf of the Declarant or the Association shall be deemed adequately sent if directed to said point of contact.

"Bylaws": The Bylaws of The Buckingham Plantation Phase 2 Homeowners Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as Exhibit "C."

"Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board as provided in the Bylaws. The Class "B" Control Period shall terminate on the first to occur of the following:

- (a) when Declarant, or an affiliate of Declarant no longer owns any of the property described in Exhibits "A" and "B";
- (b) December 31, 2038; or
- (c) when, in its discretion, the Class "B" Member so determines.

"Common Area": All real property, including the improvements thereon, owned by the Declarant, or as may hereafter be conveyed to the Association (as hereinafter defined), for the common and exclusive use and enjoyment of the Owners and others entitled to the use thereof.

"Lot": Any plot of land shown upon any recorded subdivision plat of the Properties, with the exception of Common Areas and areas lying within public or private road right of ways.

"Member": A Person subject to membership in the Association pursuant to Section 5.2.

"Owner": One or more Persons who hold the record title to any Lot in the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Person": A natural person, a corporation, a partnership, a trustee, or any other legal entity.

"Properties" or **"Buckingham Plantation, Phase 2"**: The real property described in **Exhibit "A,"** together with such additional property as is subjected to this Declaration in accordance with Article 2, which is described in Exhibit "B."

"Record," "Recording," or "Recorded": The filing of a legal instrument in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or such other place as may be designated as the official location for recording documents affecting title to real estate.

"Supplemental Declaration": An instrument recorded pursuant to Article 2 which subjects additional property to this Declaration, and/or imposes additional restrictions and obligations on the land described in such instrument.

1.2. **Incorporation of Definitions.** To the extent any of the foregoing terms appear uncanceled in the Declaration, said terms are amended by capitalizing them as provided above. Section 30 of the Declaration is hereby deleted.

Article 2 Confirmation of Division.

2.1. **Phase 1.**

The Properties are not part of the subdivision known as Buckingham Plantation, Phases 1, 1B, and 1C, and are not governed by the property owners association known as the Buckingham Plantation Phase 1 Homeowners Association, Inc.

Article 3 Expansion of the Community

3.1. **Expansion by Declarant.**

Declarant may subject to the provisions of this Declaration all or any portion of the property described in **Exhibit "B"** or any other property contiguous to the property described in **Exhibit**

"B", from time to time, by Recording a Supplemental Declaration describing the property being subjected. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant. Any such Supplemental Declaration may contain modifications or amendments to this Declaration applicable only to the portion of the Property subjected to the Declaration by such Supplemental Declaration.

Declarant's right to expand the Properties pursuant to this Section shall expire when all property described in Exhibit "B" has been subjected to this Declaration or 20 years after this Declaration is Recorded, whichever is earlier. Until then, Declarant may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibits "A" or "B." Any such transfer shall be memorialized in a Recorded instrument executed by Declarant.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

3.2. Expansion by the Association.

The Association may also subject property to the provisions of this Declaration by a Recorded Supplemental Declaration. Any such Supplemental Declaration shall require the affirmative vote of Members representing more than 50% of the Class "A" votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 2.1, Declarant's consent shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the Owner of the property, and by Declarant, if Declarant's consent is necessary.

3.3. Additional Covenants and Easements.

Declarant may subject any portion of the Properties to additional covenants and easements. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

3.4. Effect of Filing Supplemental Declaration.

A Supplemental Declaration shall be effective upon Recording unless otherwise specified. Any property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article 4 Architectural Review

Section 1(a) of the Declaration is deleted in its entirety and replaced with the following:

4.1. General.

No structure or thing shall be placed, erected, or installed upon any Lot and no improvements or other work (including staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Properties, except in compliance with this Article and the Architectural Guidelines.

This Article shall not apply to Declarant's activities, nor to activities of the Association during the Class "B" Control Period.

4.2. Architectural Review.

(a) By Declarant. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that Declarant has a substantial interest in ensuring that the improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell, or lease its property. Therefore, each Owner agrees that no activity within the scope of this Article shall be commenced on such Owner's Lot unless and until Declarant or its designee has given its prior written approval for such activity, which approval may be granted or withheld in Declarant's or its designee's sole discretion.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of Declarant's rights under this Article, the Association shall appoint an architectural review committee (the "ARC") and, acting through the ARC, shall assume jurisdiction over architectural matters. The ARC, when appointed, shall consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish.

Unless and until such time as Declarant delegates all or a portion of its reserved rights to the ARC or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

4.3. Architectural Guidelines.

Declarant may prepare, modify, and amend architectural guidelines (the "Architectural Guidelines"), in its sole discretion. The Architectural Guidelines are intended to provide guidance to Owners regarding matters of particular concern in considering applications. The Architectural Guidelines are not the exclusive basis for decisions and compliance with the Architectural Guidelines does not guarantee approval of any application.

Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Approval of applications or plans, or in connection with any other matter requiring approval, shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

4.4. Variances.

The Declarant or the Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.5. Builder Provisions.

Builders shall be subject to the provisions of this Article 4, except as specifically provided below:

(1) Notwithstanding the foregoing, Declarant, the Association and the ARC shall not charge architectural review fees to Builders.

(2) Builders may submit copies of the required architectural review documents for each of the Lots that it intends to build for review and approval. Upon approval of said review documents for each Lot, Builders may construct said Lots on any of the Lots that they own so long as there are no material variations in said review documents, and so long as similar Lots are not constructed on multiple Lots that are located adjacent to, or across the street from each other

4.6. Association Correction.

References in Section 7 to the Buckingham Plantation Homeowners Association, Inc. shall be amended to refer to the Association.

Article 5 The Association and its Members

Section 21(a) through (d) [but not (e) and(f)] of the Declaration are deleted in their entirety and replaced with the following:

5.1. Function of Association.

The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also is the primary entity responsible for

enforcement of its Bylaws, this Declaration, and any rules or regulations governing the Properties. The Association shall perform its functions in accordance with these documents and Georgia law.

5.2. Membership.

Every Owner shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(c) and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

5.3. Voting.

The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot in which they hold the interest required for membership under Section 5.2, except that there shall be only one vote per Lot.

(b) Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period, as specified in the Bylaws.

The Class "B" membership shall terminate upon the earlier of:

- (i) two years after expiration of the Class "B" Control Period; or
- (ii) when, in its discretion, Declarant so determines and declares in a Recorded instrument.

Upon termination of the Class "B" membership, Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

(c) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class "A" Member shall be exercised by the Member. In any situation where there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it.

5.4. Indemnification of Officers, Directors, and Others.

Subject to Georgia law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this section and Georgia law. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

Article 6 Assessments

The following section is added at the end of Section 26 of the Declaration:

6.1. Exempt Property.

The following Property shall be exempt from payment of annual assessments, special assessments, or any other assessment levied by the Association;

- (a) All Common Area and such portions of the property owned by Declarant as are included in the Area of Common Responsibility;
- (b) Any property dedicated to and accepted by any governmental authority or public utility; and
- (c) Property owned by the Declarant, or any Declarant Affiliate, for any purpose.
- (d) Any Lot owned by a person or entity designated by Declarant as a Builder (including Builder Affiliates). The exemption contained in this paragraph shall terminate with respect to any Lot when the Builder or the Builder Affiliate sells the Lot to a third party, or leases improvements on the Lot to a tenant.

Article 7 Amendment of Declaration

Section 33 of the Declaration is deleted in its entirety and replaced with the following:

7.1. By Declarant.

Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; (d) to satisfy the requirements of any local, state, or federal governmental agency; or (e) for any other reason during the Class "B" Control Period so long as the amendment is consistent with the scheme of development. However, any such amendment shall not cause the title to any Lot to no longer be good and marketable, unless the Owner shall consent in writing.

In addition, so long as Declarant owns property described in Exhibits "A" or "B" for development as part of the Properties, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon the rights of more than 2% of the Owners.

7.2. By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 66% of the total Class "A" votes in the Association, including 66% of the Class "A" votes held by Members other than Declarant, and Declarant's consent, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration. In addition, the approval requirements set forth in Article XVIII shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

7.3. Validity and Effective Date.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision

in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

7.4. Exhibits.

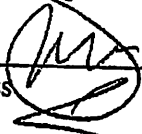
Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Article 7. Exhibit "C" is attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

[The remainder of this page is intentionally blank.]

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the foregoing instrument has been executed under seal on the day and year first above written by the officers of the undersigned duly authorized to execute this document.

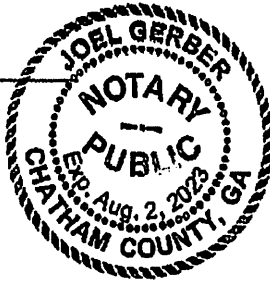
Signed, sealed and delivered this
29th day of April,
2020, in the presence of:

Witness 

Notary Public

My Commission Expires:

[NOTARIAL SEAL]



DECLARANT:

D. M. JONES CONSTRUCTION,
INC., a Georgia corporation

By: 

Its: _____

EXHIBIT "A"
SUBMITTED PROPERTY

All that lot, tract or parcel of land lying, situate and being in Effingham County, Georgia, and shown as all of the property comprising **BUCKINGHAM PLANTATION, PHASE 2A**, as shown on that plat entitled, "Buckingham Plantation, Phase 2A," prepared by Warren E. Poythress, G.R.L.S. No. 1953, dated September 27, 2018, and recorded in Plat Book 28, page 425, Effingham County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

EXHIBIT "B"

ADDITIONAL PROPERTY

LEGAL DESCRIPTION BUCKINGHAM SUBDIVISION PHASE II-B

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1559th G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA AND BEING DESIGNATED PARCEL II-B, CONTAINING 25.16 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION SURVEY, REMAINING LANDS OF BUCKINGHAM SUBDIVISION, PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED MARCH 9, 2020, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE NORTHWEST TERMINUS OF BUCKINGHAM DRIVE, SAID IRON ROD HAVING GEORGIA STATE PLANE COORDINATES, EAST ZONE, OF NORTH 798,180.00 FEET AND EAST 919,202.09 FEET; EXTEND THENCE NORTH 72 DEGREES 38 MINUTES 33 SECONDS WEST A DISTANCE OF 376.07 FEET TO A POINT; THENCE SOUTH 69 DEGREES 17 MINUTES 13 SECONDS WEST A DISTANCE OF 72.59 FEET TO A POINT; THENCE SOUTH 73 DEGREES 58 MINUTES 14 SECONDS WEST A DISTANCE OF 75.62 FEET TO AN IRON ROD FOUND; THENCE SOUTH 62 DEGREES 29 MINUTES 45 SECONDS WEST A DISTANCE OF 20.62 FEET TO A POINT; THENCE NORTH 72 DEGREES 51 MINUTES 02 SECONDS WEST A DISTANCE OF 363.93 FEET TO A POINT; THENCE NORTH 35 DEGREES 37 MINUTES 28 SECONDS EAST A DISTANCE OF 94.17 FEET TO A CON MON FOUND; THENCE SOUTH 72 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 115.09 FEET TO AN IRON ROD FOUND; THENCE NORTH 17 DEGREES 03 MINUTES 29 SECONDS EAST A DISTANCE OF 549.95 FEET TO A POINT; THENCE SOUTH 78 DEGREES 54 MINUTES 20 SECONDS EAST A DISTANCE OF 30.03 FEET TO A POINT; THENCE NORTH 22 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 110.55 FEET TO A POINT; THENCE NORTH 31 DEGREES 55 MINUTES 28 SECONDS EAST A DISTANCE OF 106.97 FEET TO A POINT; THENCE NORTH 35 DEGREES 57 MINUTES 28 SECONDS EAST A DISTANCE OF 63.32 FEET TO A POINT; THENCE NORTH 48 DEGREES 21 MINUTES 44 SECONDS EAST A DISTANCE OF 84.79 FEET TO A POINT; THENCE NORTH 50 DEGREES 07 MINUTES 52 SECONDS EAST A DISTANCE OF 102.79 FEET TO A POINT; THENCE NORTH 67 DEGREES 21 MINUTES 07 SECONDS EAST A DISTANCE OF 65.46 FEET TO A POINT; THENCE NORTH 63 DEGREES 35 MINUTES 46 SECONDS EAST A DISTANCE OF 53.85 FEET TO A POINT; THENCE NORTH 73 DEGREES 33 MINUTES 58 SECONDS EAST A DISTANCE OF 118.15 FEET TO A POINT; THENCE NORTH 84 DEGREES 39 MINUTES 13 SECONDS EAST A DISTANCE OF 115.78 FEET TO A POINT; THENCE SOUTH 85 DEGREES 51 MINUTES 11 SECONDS EAST A DISTANCE OF 106.31 FEET TO A POINT; THENCE SOUTH 78 DEGREES 13 MINUTES 44 SECONDS EAST A DISTANCE OF 63.62 FEET TO A POINT; THENCE SOUTH 72 DEGREES 13 MINUTES 19 SECONDS EAST A DISTANCE OF 92.06 FEET TO A POINT; THENCE NORTH 17

DEGREES 39 MINUTES 38 SECONDS EAST A DISTANCE OF 400.00 FEET TO A POINT; THENCE NORTH 48 DEGREES 33 MINUTES 32 SECONDS EAST A DISTANCE OF 93.32 FEET TO A POINT; THENCE NORTH 86 DEGREES 33 MINUTES 02 SECONDS EAST A DISTANCE OF 141.58 FEET TO A POINT; THENCE SOUTH 17 DEGREES 39 MINUTES 38 SECONDS WEST A DISTANCE OF 773.44 FEET TO AN IRON ROD FOUND; THENCE SOUTH 17 DEGREES 38 MINUTES 13 SECONDS WEST A DISTANCE OF 817.17 FEET TO AN IRON ROD FOUND; THENCE SOUTH 78 DEGREES 25 MINUTES 34 SECONDS WEST A DISTANCE OF 144.58 FEET TO A CON MON FOUND; THENCE SOUTH 57 DEGREES 57 MINUTES 54 SECONDS WEST A DISTANCE OF 82.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 25.16 ACRES, MORE OR LESS

LEGAL DESCRIPTION BUCKINGHAM SUBDIVISION PHASE II-C

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 1559th G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA AND BEING DESIGNATED PARCEL II-C, CONTAINING 48.54 ACRES, MORE OR LESS, AS SHOWN ON THE SURVEY ENTITLED "MINOR SUBDIVISION SURVEY, REMAINING LANDS OF BUCKINGHAM SUBDIVISION", PREPARED BY SUNDIAL LAND SURVEYING, P.C., DATED MARCH 9, 2020, CERTIFIED BY MICHAEL A. HUSSEY, GEORGIA REGISTERED LAND SURVEYOR NO. 2509, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND AT THE SOUTHEAST TERMINUS OF MAJESTIC DRIVE, SAID IRON ROD HAVING GEORGIA STATE PLANE COORDINATES, EAST ZONE, OF NORTH 799,627.72 FEET AND EAST 91 8,483.92 FEET; EXTEND THENCE NORTH 11 DEGREES 04 MINUTES 47 SECONDS WEST A DISTANCE OF 60.23 FEET TO AN IRON ROD FOUND; THENCE NORTH 15 DEGREES 59 MINUTES 47 SECONDS WEST A DISTANCE OF 119.99 FEET TO AN IRON ROD FOUND; THENCE SOUTH 74 DEGREES 00 MINUTES 15 SECONDS WEST A DISTANCE OF 95.65 FEET TO AN IRON ROD FOUND; THENCE SOUTH 66 DEGREES 16 MINUTES 41 SECONDS WEST A DISTANCE OF 88.98 FEET TO AN IRON ROD FOUND; THENCE SOUTH 60 DEGREES 54 MINUTES 18 SECONDS WEST A DISTANCE OF 252.70 FEET TO AN IRON ROD FOUND; THENCE SOUTH 67 DEGREES 53 MINUTES 37 SECONDS WEST A DISTANCE OF 39.59 FEET TO A POINT; THENCE SOUTH 72 DEGREES 10 MINUTES 48 SECONDS WEST A DISTANCE OF 306.53 FEET TO AN IRON ROD FOUND; THENCE NORTH 32 DEGREES 48 MINUTES 56 SECONDS WEST A DISTANCE OF 58.53 FEET TO AN IRON ROD FOUND; THENCE SOUTH 64 DEGREES 46 MINUTES 45 SECONDS WEST A DISTANCE OF 74.47 FEET TO AN IRON ROD FOUND; THENCE SOUTH 13 DEGREES 24 MINUTES 11 SECONDS WEST A DISTANCE OF 27.02 FEET TO A POINT; THENCE SOUTH 37 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 17.66 FEET TO A POINT; THENCE SOUTH 21 DEGREES 31 MINUTES 43 SECONDS WEST A DISTANCE OF 53.10 FEET TO A POINT; THENCE SOUTH 86 DEGREES 23 MINUTES 43 SECONDS WEST A DISTANCE OF 25.24 FEET TO A POINT; THENCE SOUTH 87 DEGREES 57 MINUTES 41 SECONDS WEST A

DISTANCE OF 50.25 FEET TO A POINT; THENCE SOUTH 39 DEGREES 19 MINUTES 26 SECONDS WEST A DISTANCE OF 57.23 FEET TO A POINT; THENCE SOUTH 30 DEGREES 23 MINUTES 05 SECONDS WEST A DISTANCE OF 36.25 FEET TO A POINT; THENCE SOUTH 10 DEGREES 14 MINUTES 54 SECONDS WEST A DISTANCE OF 27.99 FEET TO A POINT; THENCE SOUTH 16 DEGREES 10 MINUTES 04 SECONDS EAST A DISTANCE OF 36.11 FEET TO A POINT; THENCE SOUTH 29 DEGREES 26 MINUTES 19 SECONDS WEST A DISTANCE OF 69.26 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 0.00 FEET TO A POINT; THENCE SOUTH 14 DEGREES 27 MINUTES 31 SECONDS WEST A DISTANCE OF 52.62 FEET TO A POINT; THENCE SOUTH 48 DEGREES 41 MINUTES 28 SECONDS EAST A DISTANCE OF 22.03 FEET TO A POINT; THENCE SOUTH 01 DEGREES 58 MINUTES 32 SECONDS WEST A DISTANCE OF 23.04 FEET TO A POINT; THENCE NORTH 70 DEGREES 26 MINUTES 13 SECONDS WEST A DISTANCE OF 28.20 FEET TO A POINT; THENCE SOUTH 16 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 76.71 FEET TO AN IRON ROD FOUND; THENCE SOUTH 54 DEGREES 29 MINUTES 06 SECONDS EAST A DISTANCE OF 96.43 FEET TO A POINT; THENCE SOUTH 35 DEGREES 30 MINUTES 54 SECONDS WEST A DISTANCE OF 144.30 FEET TO A POINT; THENCE SOUTH 29 DEGREES 06 MINUTES 54 SECONDS WEST A DISTANCE OF 78.03 FEET TO A POINT; THENCE SOUTH 13 DEGREES 26 MINUTES 23 SECONDS WEST A DISTANCE OF 112.81 FEET TO A POINT; THENCE SOUTH 04 DEGREES 09 MINUTES 57 SECONDS WEST A DISTANCE OF 418.08 FEET TO A POINT; THENCE NORTH 72 DEGREES 47 MINUTES 22 SECONDS WEST A DISTANCE OF 180.33 FEET TO A POINT; THENCE SOUTH 05 DEGREES 40 MINUTES 44 SECONDS EAST A DISTANCE OF 31.17 FEET TO A POINT; THENCE SOUTH 14 DEGREES 35 MINUTES 39 SECONDS WEST A DISTANCE OF 33.20 FEET TO A POINT; THENCE SOUTH 35 DEGREES 05 MINUTES 09 SECONDS WEST A DISTANCE OF 45.07 FEET TO A POINT; THENCE SOUTH 26 DEGREES 34 MINUTES 20 SECONDS WEST A DISTANCE OF 58.90 FEET TO A POINT; THENCE SOUTH 45 DEGREES 14 MINUTES 52 SECONDS EAST A DISTANCE OF 47.38 FEET TO A POINT; THENCE SOUTH 00 DEGREES 05 MINUTES 48 SECONDS EAST A DISTANCE OF 45.93 FEET TO A POINT; THENCE SOUTH 09 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 39.24 FEET TO A POINT; THENCE SOUTH 17 DEGREES 12 MINUTES 38 SECONDS WEST A DISTANCE OF 32.43 FEET TO A POINT; THENCE NORTH 72 DEGREES 47 MINUTES 22 SECONDS WEST A DISTANCE OF 173.25 FEET TO A POINT; THENCE NORTH 72 DEGREES 10 MINUTES 57 SECONDS WEST A DISTANCE OF 487.44 FEET TO A POINT; THENCE NORTH 17 DEGREES 49 MINUTES 03 SECONDS EAST A DISTANCE OF 10.55 FEET TO A POINT; THENCE NORTH 43 DEGREES 47 MINUTES 35 SECONDS EAST A DISTANCE OF 58.15 FEET TO A POINT; THENCE NORTH 30 DEGREES 46 MINUTES 01 SECONDS EAST A DISTANCE OF 42.78 FEET TO A POINT; THENCE NORTH 10 DEGREES 55 MINUTES 22 SECONDS EAST A DISTANCE OF 58.57 FEET TO A POINT; THENCE NORTH 04 DEGREES 55 MINUTES 45 SECONDS EAST A DISTANCE OF 68.01 FEET TO A POINT; THENCE NORTH 24 DEGREES 54 MINUTES 35 SECONDS WEST A DISTANCE OF 74.00 FEET TO A POINT; THENCE NORTH 68 DEGREES 39 MINUTES 33 SECONDS EAST A DISTANCE OF

60.22 FEET TO A POINT; THENCE NORTH 79 DEGREES 38 MINUTES 14 SECONDS EAST A DISTANCE OF 35.73 FEET TO A POINT; THENCE SOUTH 73 DEGREES 42 MINUTES 58 SECONDS EAST A DISTANCE OF 38.68 FEET TO A POINT; THENCE NORTH 30 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 38.70 FEET TO A POINT; THENCE SOUTH 73 DEGREES 02 MINUTES 45 SECONDS EAST A DISTANCE OF 305.12 FEET TO A POINT; THENCE NORTH 08 DEGREES 28 MINUTES 22 SECONDS EAST A DISTANCE OF 115.50 FEET TO A POINT; THENCE NORTH 11 DEGREES 46 MINUTES 05 SECONDS WEST A DISTANCE OF 133.16 FEET TO A POINT; THENCE NORTH 36 DEGREES 55 MINUTES 53 SECONDS EAST A DISTANCE OF 162.00 FEET TO A POINT; THENCE NORTH 10 DEGREES 03 MINUTES 30 SECONDS EAST A DISTANCE OF 100.74 FEET TO A POINT; THENCE NORTH 18 DEGREES 03 MINUTES 21 SECONDS EAST A DISTANCE OF 70.38 FEET TO A POINT; THENCE NORTH 33 DEGREES 51 MINUTES 25 SECONDS EAST A DISTANCE OF 312.27 FEET TO A POINT; THENCE NORTH 50 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 203.54 FEET TO A POINT; THENCE NORTH 57 DEGREES 37 MINUTES 35 SECONDS EAST A DISTANCE OF 349.80 FEET TO A POINT; THENCE NORTH 47 DEGREES 03 MINUTES 25 SECONDS EAST A DISTANCE OF 466.45 FEET TO A POINT; THENCE NORTH 06 DEGREES 53 MINUTES 01 SECONDS EAST A DISTANCE OF 301.40 FEET TO A POINT; THENCE NORTH 50 DEGREES 37 MINUTES 54 SECONDS EAST A DISTANCE OF 335.02 FEET TO AN IRON ROD FOUND; THENCE SOUTH 72 DEGREES 13 MINUTES 19 SECONDS EAST A DISTANCE OF 1674.17 FEET TO AN IRON ROD FOUND; THENCE SOUTH 17 DEGREES 39 MINUTES 38 SECONDS WEST A DISTANCE OF 183.56 FEET TO A POINT; THENCE SOUTH 86 DEGREES 33 MINUTES 02 SECONDS WEST A DISTANCE OF 141.58 FEET TO A POINT; THENCE SOUTH 48 DEGREES 33 MINUTES 32 SECONDS WEST A DISTANCE OF 93.32 FEET TO A POINT; THENCE SOUTH 17 DEGREES 39 MINUTES 38 SECONDS WEST A DISTANCE OF 400.00 FEET TO A POINT; THENCE NORTH 72 DEGREES 13 MINUTES 19 SECONDS WEST A DISTANCE OF 92.06 FEET TO A POINT; THENCE NORTH 78 DEGREES 13 MINUTES 44 SECONDS WEST A DISTANCE OF 63.62 FEET TO A POINT; THENCE NORTH 85 DEGREES 51 MINUTES 11 SECONDS WEST A DISTANCE OF 106.31 FEET TO A POINT; THENCE SOUTH 84 DEGREES 39 MINUTES 13 SECONDS WEST A DISTANCE OF 115.78 FEET TO A POINT; THENCE SOUTH 73 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 118.15 FEET TO A POINT; THENCE SOUTH 63 DEGREES 35 MINUTES 46 SECONDS WEST A DISTANCE OF 53.85 FEET TO A POINT; THENCE SOUTH 67 DEGREES 21 MINUTES 07 SECONDS WEST A DISTANCE OF 65.46 FEET TO A POINT; THENCE SOUTH 50 DEGREES 07 MINUTES 52 SECONDS WEST A DISTANCE OF 102.79 FEET TO A POINT; THENCE SOUTH 48 DEGREES 21 MINUTES 44 SECONDS WEST A DISTANCE OF 84.79 FEET TO A POINT; THENCE SOUTH 35 DEGREES 57 MINUTES 28 SECONDS WEST A DISTANCE OF 63.32 FEET TO A POINT; THENCE SOUTH 31 DEGREES 55 MINUTES 28 SECONDS WEST A DISTANCE OF 106.97 FEET TO A POINT; THENCE SOUTH 22 DEGREES 23 MINUTES 58 SECONDS WEST A DISTANCE OF 110.55 FEET TO A POINT; THENCE NORTH 78 DEGREES 54 MINUTES 20 SECONDS WEST A DISTANCE OF 30.03 FEET TO A POINT; THENCE NORTH 37 DEGREES 01 MINUTES 37 SECONDS WEST A DISTANCE OF 60.69 FEET TO

A POINT; THENCE NORTH 00 DEGREES 51 MINUTES 54 SECONDS WEST A DISTANCE OF 50.82 FEET TO A POINT; THENCE NORTH 29 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 487.05 FEET TO AN IRON ROD FOUND; THENCE NORTH 60 DEGREES 48 MINUTES 03 SECONDS EAST A DISTANCE OF 89.94 FEET TO A POINT; THENCE NORTH 72 DEGREES 55 MINUTES 05 SECONDS EAST A DISTANCE OF 101.28 FEET TO A POINT; THENCE NORTH 33 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 141.64 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 48.54 ACRES, MORE OR LESS

In addition to the foregoing, the Additional Property shall include any other property contiguous to any of the Properties.

EXHIBIT "C"
BYLAWS
OF
BUCKINGHAM PLANTATION PHASE 2 HOMEOWNERS
ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

1.1. **Name.**

The name of the corporation is Buckingham Plantation Phase 2 Homeowners Association, Inc.. (the "Association").

1.2. **Principal Office.**

The principal office of the Association shall be located in Chatham or Effingham County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. **Definitions.**

The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Recorded Declaration of Protective Covenants for Buckingham Plantation, Phase 2A, as it may be amended (the "Declaration"), unless the context indicates otherwise.

Article II

Membership: Meetings, Quorum, Voting, Proxies

2.1. **Membership.**

The Association shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are incorporated by this reference.

2.2. Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3. Annual Meetings.

The first meeting of the Association, whether a regular or special meeting, shall be held within one year after the date of incorporation of the Association. Meetings shall be of the Members unless otherwise required by Georgia law or specified by the Board. Subsequent regular annual meetings shall be set by the Board so as to occur during the third quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4. Special Meetings.

The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least 10% of the total Class "A" votes of the Association.

2.5. Notice of Meetings.

Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the Association's records, with postage prepaid.

2.6. Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a date not less than 5 nor more than 30 days from the date the original meeting was called. At the

reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8. Voting.

The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference.

2.9. Proxies.

On any matter as to which a Member is entitled personally to cast the vote for his or her Lot, such vote may be cast in person or by proxy, subject to the limitations of Georgia law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or his or her duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Lot for which it was given, (b) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, or (c) 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10. Majority.

As used in these By-Laws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than 50% of the total eligible number.

2.11. Quorum.

Except as otherwise provided in these By-Laws or in the Declaration, the presence of Members representing a majority of the total Class "A" votes in the Association shall constitute a quorum at all Association meetings.

In the absence of a quorum at a meeting, the Members entitled to vote at such meeting shall have the power to adjourn the meeting to another time within thirty (30) days after the adjourned meeting by announcing the time and place of the following meeting at the adjourned meeting, and the subsequent meeting will be subject to the initial notice requirements and the notice must state that the subsequent meeting is being held due to lack of quorum. The quorum requirement for the subsequent meeting shall be one-half (1/2) of the quorum requirement for the adjourned meeting. The reducing quorum requirement may take place a second and third time for subsequent meetings (reducing by fifty percent (50%) each time subject to the minimum quorum requirement referred to below), provided all notice requirements and time periods in this paragraph are complied with. At the third such meeting, no minimum quorum shall be required.

2.12. Conduct of Meetings.

The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting.

Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within 60 days after receipt of the earliest dated consent, dated, and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

Article III

Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Composition.

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Class "B" Member, directors shall be Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Lot within the Properties. If a Member is not a natural person, any officer, director, partner, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association

signed by such Member; provided, no Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2. Number of Directors.

The Board shall consist of one to seven directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of four (4) directors as identified in the Articles of Incorporation.

3.3. Directors During Class "B" Control Period.

Directors appointed by the Class "B" Member pursuant to Section 3.5 of these By-Laws shall be appointed by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member.

3.4. Nomination and Election Procedures.

(a) Nominations and Declarations of Candidacy. Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner. Nominations also may be permitted from the floor.

Except with respect to directors selected by the Class "B" Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairperson, who shall be a member of the Board, and three or more Members. Members of the Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting to serve a term of one year and until their successors are appointed, and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as it shall, in its discretion, determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and Members and to solicit votes.

(b) Election Procedures. Each Member may cast all votes assigned to the Lots which it represents for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected.

3.5. Election and Term of Office.

Except as these By-Laws may otherwise specifically provide, election of directors shall take place at the Association's annual meeting. Not later than the first annual meeting after the termination of the Class "B" Control Period, the Board shall be increased to seven directors and an election shall be held. Six directors shall be elected by the Members. Three directors shall serve a term of two years and three directors shall serve a term of one year, as such directors determine among themselves.

Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint one director. Upon termination of the Class "B" membership, the director elected by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Members shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two years.

Upon expiration of the term of office of each director elected by the Members, Members entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Directors elected by the Members shall hold office until their respective successors have been elected. Each director's term of office shall be limited to three consecutive terms.

3.6. Director Training.

All directors shall complete, prior to commencing service on the Board and on an ongoing basis thereafter, such training requirements as the Board may establish.

3.7. Removal of Directors and Vacancies.

Any director elected by the Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members.

Any director elected by the Members who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members entitled to fill such directorship may elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as Declarant's representative. The Class "B" Member or Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death,

disability, or resignation of a director appointed by or elected as a representative of the Class "B" Member or Declarant.

B. Meetings.

3.8. Organizational Meetings.

The first meeting of the Board following each annual meeting of the Members shall be held within 10 days thereafter at such time and place as the Board shall fix.

3.9. Regular Meetings.

Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

3.10. Special Meetings.

Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two directors.

3.11. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, fiberoptics, or other electronic communication device, with confirmation of transmission.

All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown in the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five business days before the date set for the meeting. Notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12. Quorum of Board.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which

a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any Board meeting cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a date not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Conduct of Meetings.

The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.14. Open Meetings; Executive Session.

(a) Except in an emergency, notice of Board meetings shall be posted at least 48 hours in advance of the meeting at a conspicuous place within the Properties which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of subsection (b), all Board meetings shall be open to all Members and, if required by law, all Owners; but attendees other than directors may not participate in any discussion or deliberation unless a director requests that they be granted permission to speak. In such case, the President may limit the time any such individual may speak.

(b) Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.15. Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. Powers.

The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those which the Governing Documents or Georgia law require to be done and exercised exclusively by the Members or the membership generally.

3.17. Duties.

Duties of the Board shall include, without limitation:

- (a) preparing (or contracting for or delegating the preparation of) and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) preparing such budgets and keeping such records as may be required by any Recorded Covenant to Share Costs;
- (d) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;
- (e) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (f) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's business judgment, in depositories other than banks;
- (g) making and amending use restrictions and rules in accordance with the Declaration;
- (h) opening bank accounts on behalf of the Association and designating the signatories required;
- (i) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (j) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;
- (k) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (l) paying the cost of all services rendered on behalf of the Association;
- (m) keeping books with detailed accounts of the Association's receipts and expenditures;

(n) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4;

(o) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(p) indemnifying a director, officer, or committee member, or former director, officer, or committee member of the Association to the extent such indemnity is required by Georgia law, the Articles of Incorporation, or the Declaration; and

3.18. Compensation.

Directors shall not receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.19. Right of Class "B" Member to Disapprove Actions.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, or interfere with development or construction of any portion of the Properties, or diminish the level of services being provided by the Association.

(a) Notice. The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to Board meetings with Sections 3.9, 3.10, and 3.11, and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting; and

(b) Opportunity to be Heard. The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20. Management.

The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. Declarant or its affiliate may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on the Board's behalf on all matters relating to the duties of the managing agent or manager, if any, which might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class "B" Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class "B" Control Period upon not more than 90 days' written notice.

3.21. Accounts and Reports.

The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) an annual report consisting of at least the following shall be made available to all Members within 120 days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such annual report shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement.

3.22. Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner as provided in Section 8.3 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 10% of the Association's budgeted gross expenses for that fiscal year.

3.23. Right To Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owners or residents associations, within and outside the Properties. Any common management agreement shall require the consent of a majority of the Board.

3.24. Enforcement.

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions:

(a) Notice. The Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the

Board or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 10-day period, the hearing shall be held before the Covenants Committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the Association's manager, President, or Secretary within 10 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, towing vehicles that violate parking rules) or, following compliance with the dispute resolution procedures set forth in Article XIV of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

3.25. Rules of Conduct.

The Board may require each director, as a condition of service, to sign and comply with a written set of ethical guidelines which govern the actions of the Board members and officers.

3.26. Board Standards.

While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a director from personal liability so long as the party claiming liability does not prove that the director failed to: (a) serve in a manner the director believes to be in the best interests of the Association and the Members; (b) serve in good faith; or (c) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In fulfilling its governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and

nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

Operational standards of the Board and any committee appointed by the Board shall be the requirements set forth in the Governing Documents or the minimum standards which Declarant, the Board, and the Architectural Review Committee may establish. Such standard shall, in all cases, meet or exceed the standards set by Declarant and the Board during the Class "B" membership. Operational standards may evolve as the needs and demands of the Properties change.

3.27. Annual Performance Review.

The Board shall have the authority to poll the membership annually in order to obtain the Owners' and/or residents' evaluation and feedback regarding the Board's administration of the Association's affairs and the performance of its duties and responsibilities during the prior year. The Board may create and deliver (or contract for the creation and delivery of) questionnaires, surveys, opinion polls, or any other devices designed to elicit feedback and comment, to the Owners and residents within the Properties via first class mail, fax, electronic mail, web sites, intranet, telephone, video, or any other medium which the Board, in its discretion, selects after evaluating the cost, time efficiency, ease of use, accessibility, and likelihood of response. The Board may utilize the results of such review and feedback to increase its responsiveness to the desires of the Owners and residents in its future decision-making and in its administration and operation of the Association.

Article IV Officers

4.1. Officers.

The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among Board members; other officers may, but need not be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Members, to serve until their successors are elected.

4.3. Removal and Vacancies.

The Board may remove any officer whenever in its judgment the best interests of the Association will be served, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise, for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5. Resignation.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7. Compensation.

Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.19.

Article V Committees

5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods (subject to Section 5.4) as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2. Covenants Committee.

In addition to any other committees which the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than

seven Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.25 of these By-Laws.

5.3. Term of Service.

In order to maximize the participation of all Owners and residents within the Properties, service on all committees shall rotate on a regular, two-year basis.

5.4. Limitation on Powers.

The Board shall have the right to disapprove or veto any committee decision or action. Notwithstanding any provision to the contrary, committees shall not have the authority to contractually bind the Association or to commit the Association financially.

Article VI
Miscellaneous

6.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules.

Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law or the Governing Documents.

6.3. Conflicts.

If there are conflicts among the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Governing Documents, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within the Properties as the Board shall designate.

(b) Rules for Inspection. The Board shall establish rules with respect to:

- (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such an inspection may be made;
- and
- (iii) payment of the cost of reproducing documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

6.5. Notices.

Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

- (a) if to a Member or Member, at the address which the Member or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Member;
- (b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section; or
- (c) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

(a) By Class "B" Member. The Class "B" Member may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. So long as the Class "B" membership exists, the Class "B" Member may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon the rights of greater than two percent of the Members.

(b) By Members Generally. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing 51% of the total Class "A" votes in the Association, and the consent of the

Class "B" Member, if such exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date of Amendments. Amendments to these By-Laws shall become effective upon Recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its Recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant, the Class "B" Member, or the assignee of such right or privilege.


CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Buckingham Plantation Phase 2 Homeowners Association, Inc., a Georgia corporation;

That the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 27th day of April, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 27th day of April, 2020.

 [SEAL]
Secretary

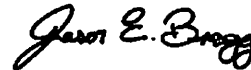
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SUPERIOR COURT
EFFINGHAM COUNTY, GA



ABOVE SPACE FOR RECORDING INFORMATION ONLY

Please Cross-Reference to:

- 1) Deed Book 2503, Page 47
- 2) Deed Book 2588, Page 812
- 3) Deed Book 2589, Page 234
- 4) Plat Book 29, Page 252

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR BUCKINGHAM
PLANTATION SUBDIVISION, PHASE 2B**

**THIS SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTION FOR BUCKINGHAM PLANTATION
SUBDIVISION, PHASE 2B "Supplemental Declaration") is made as of the 24 day
of March, 2022, by New Horizon Development Company, LLC a Georgia limited
liability company (hereinafter the "Declarant").**

WITTESSETH:

**WHEREAS, Declarant is the owner of those certain parcels of real
property located in Effingham County, Georgia known as Buckingham Plantation
Subdivision, Phase 2B, maps or plats of which are recorded in the Office of the Clerk of
the Superior Court of Effingham County, Georgia in Plat Book 29, Page 252 et. seq. (the
"Additional Property"); and**

**WHEREAS, Buckingham Plantation Subdivision is subject to that certain
Declaration of Protective Covenants for Buckingham Plantation, Phase 2A dated
December 12, 2018, and recorded December 18, 2018 in Deed Book 2503, Page 47,
Effingham County, Georgia records, as amended by**

that certain First Amendment to Declaration of Protective Covenants for Buckingham Plantation, Phase 2A dated April 29, 2020, recorded April 29, 2020 in Deed Book 2588, Page 812, aforesaid records, and as together with all other amendments, modifications, supplements, and restatements thereof (hereinafter collectively referred to as the "Declaration"), and Declarant is the declarant by virtue of being the Grantee under Assignment of Declarant's Rights for Declaration of Protective Covenants for Buckingham Plantation, Phase 2A, recorded in Deed Book 2589, Page 234, Effingham County, Georgia records; and

WHEREAS, Declarant desires to subject the Additional Property to the Declaration; and

NOW, THEREFORE, Declarant hereby takes the following actions:

1. Declarant hereby declares that the Additional Property known as Buckingham Plantation, Phase 2B, together with any additions made thereto is a portion of the overall development of Buckingham Plantation Subdivision and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration and Protective Covenants, as amended and enumerated herein, which shall run with the title to the Additional Property as recorded in Plat Book 29, Page 252, Effingham County, Georgia records.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed by their authorized officers.

DECLARANT:

New Horizon Development Company, LLC

By: [Signature]

Its: Member Manager

Signed, sealed and delivered
the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

[NOTARY SEAL]

