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Rebecca J. Walden

REBECCA WALDEN
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Glynn COUNTY

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Rebecca J. Walden

REBECCA WALDEN
CLERK OF SUPERIOR COURT
Glynn COUNTY

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After Recording Return To:

Bishop Law Firm
465 Sea Island Road
St. Simons Island, GA 3152
File #2024-669

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR

“THE CANOPY” SUBDIVISION

(A CONSERVATION SUBDIVISION PURSUANT TO SECTION 626 OF THE
GLYNN COUNTY, GEORGIA ORDINANCES)

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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE CANOPY, ST. SIMONS ISLAND**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE CANOPY (the “**Declaration**”) is made on this 21st day of January, 2026 by **CANOPY DEVELOPMENT SSI, LLC**, a Georgia limited liability company (herein the “**Declarant**”) and imposes and establishes the following covenants, conditions, restrictions, and easements with respect to the real property described in this Declaration.

**Article I.
REAL PROPERTY SUBMISSION**

Section 1.1 Declarant is the owner of certain real property situate, lying and being in Glynn County, Georgia, including twenty-five (25) residential lots as shown on that “FINAL PLAT OF: The Canopy Subdivision” prepared by Jackson Surveying, Inc., certified by David E. Dowdy, Georgia Professional Land Surveyor No. 3395, dated December 29, 2025 and recorded in Plat Book 37, Page 424, in the office of the Clerk of the Superior Court of Glynn County, Georgia (the “**Subdivision Plat**”).

Section 1.2 Declarant declares that the real property described on Exhibit “A” is hereby submitted to this Declaration (the “**Submitted Property**”) as a Conservation Subdivision pursuant and subject to the Conservation Subdivision Ordinance (as defined herein).

Section 1.3 Declarant, by recording this Declaration, intends to establish a general plan of development for the Submitted Property as a conservation residential subdivision pursuant to Section 626 of the Glynn County Zoning Ordinance titled *Conservation Subdivision Overlay District* (herein the “**Conservation Subdivision Ordinance**”), and which is designed to minimize environmental impact and maximize the benefits of open space. The Conservation Subdivision Ordinance is hereby incorporated herein in its entirety. The general purpose of the Conservation Subdivision Ordinance is to ensure preservation of conservation areas and to minimize the amount of disturbance on a site, among other things, all as set forth in the Conservation Subdivision Ordinance.

Section 1.4 All of the Submitted Property shall be owned, conveyed, and used subject to all of the provisions of this Declaration. Additional property may be made a part of the Submitted Property in the future by Declarant, its successors and assigns, by recording one or more supplemental declarations (each, a “**Supplemental Declaration**”), and, upon the recording of a Supplemental Declaration, the Submitted Property shall be deemed to include the additional property described therein.

Section 1.5 A lot referred to in this Declaration shall mean a numbered lot submitted to this Declaration and described on the Subdivision Plat or in a Supplemental Declaration subjecting such lot to this Declaration (a "**Lot**").

Section 1.6 Each of the covenants, conditions, restrictions, limitations, and easements made and set forth in this Declaration shall apply as if this Declaration were set forth in its entirety in each deed of conveyance from the Declarant to any person or entity conveying or affecting any of the Submitted Property. By the acceptance of any deed conveying any part of the Submitted Property, including a Lot, any purchaser or grantee therein shall be deemed to agree to and bind the purchaser or grantee and the purchaser and grantee's heirs or successors and assigns by the terms of this Declaration and no part of the Submitted Property may be conveyed free from any of the terms or provisions contained in this Declaration, unless such property is withdrawn from the effect of this Declaration by Declarant under Article X, as any such withdrawal may be subject to the terms of the Conservation Subdivision Ordinance.

Article II. DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them as follows:

Section 2.1 "**Articles of Incorporation**" shall mean the articles of incorporation of the Association as the same now exist or as may hereafter be amended.

Section 2.2 "**Association**" shall mean The Canopy Property Owners Association Inc., a Georgia nonprofit corporation and its successors and assigns.

Section 2.3 "**Board**" shall mean the board of directors of the Association, the members of which shall be appointed or elected from time to time as provided in this Declaration, the Articles of Incorporation, the Bylaws, and the Georgia Nonprofit Corporation Code. The Board shall be the governing body of the Association.

Section 2.4 "**Bylaws**" shall mean the bylaws of the Association as the same now exist or as may hereafter be amended.

Section 2.5 "**Common Area(s)**" shall mean the portion of the Submitted Property identified on the Subdivision Plat as Conservation Area 1, Conservation Area 2, Conservation Area 3 and Canopy Lane (a private right-of-way with varying widths), and any other property submitted to the Declaration as Common Area by Declarant in a Supplemental Declaration or acquired by the Association as Common Area. All Common Areas in the Submitted Property are legally platted conservation areas as defined in the Conservation Subdivision Ordinance and shall be permanently protected from any development, with the exception of Canopy Lane (40' right-of-way, Private) which is an impervious surface and will only be used as a right-of-way of ingress and egress for the

Subdivision. Conservation Area 1, Conservation Area 2 and Conservation Area 3 are considered Open Spaces and shall be governed by the provisions of the Conservation Subdivision Ordinance.

Section 2.6 “**Common Expenses**” shall mean all expenditures lawfully made or incurred by or on behalf of the Association, pursuant to the provisions of this Declaration or the Bylaws.

Section 2.7 “**Conservation Subdivision Ordinance**” shall mean Section 626 of the Glynn County, Georgia Ordinance entitled *Conservation Subdivision Overlay District* which creates a conservation subdivision to preserve and protect conservation areas while maintaining the prorated density of residential units for the overall site area. A copy of Section 626 of the Glynn County Ordinance is attached hereto and incorporated herein as Exhibit “B”

Section 2.8 “**Community-Wide Standard**” shall mean the higher of the standard prevailing within the Submitted Property that keeps the Submitted Property in good, clean, and attractive condition and that preserves and enhances property values and marketability, or the minimum standards established by the Board from time to time, which Community-Wide Standard may evolve over time.

Section 2.9 “**Declarant**” shall mean Canopy Development SSI, LLC, a Georgia limited liability company, and any successor or assign of it to whom the status of Declarant, in whole or in part, is expressly assigned in an instrument recorded in the Public Records.

Section 2.10 “**Declaration**” shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements for The Canopy Subdivision, as the same may hereafter be amended and supplemented.

Section 2.11 “**Design Review Committee**” shall mean the design review committee established as stated in Article VI.

Section 2.12 “**Design Guidelines**” shall mean those guidelines created for the Owners of Lots in the planning and construction process for new homes, remodels, additions, and landscaping for residential dwellings within The Canopy Subdivision, as may be amended from time to time.

Section 2.13 “**Governing Documents**” shall mean this Declaration and the Articles of Incorporation, Bylaws, Design Guidelines, and any other governing document authorized to be promulgated thereunder or under Georgia law.

Section 2.14 “**Owner**” shall mean, collectively, one or more Persons who are record title owners of a Lot, but excluding those Persons having such interest merely as security for the performance of an obligation.

Section 2.15 “**Person**” shall mean a natural person, corporation, partnership, limited liability company, association, trust, or other legal entity, or any combination thereof.

Section 2.16 “**Public Records**” shall mean the office of the Clerk of Superior Court of Glynn County, Georgia.

Section 2.17 “**Rules and Regulations**” shall mean the rules and regulations of the Association as may be adopted, amended, and repealed by the Board.

Section 2.18 “**Residence**” shall mean the individual dwelling constructed upon a Lot, designated for single-family residential use.

Section 2.19 “**Subdivision**” shall mean “The Canopy” Subdivision, a Conservation Subdivision pursuant to Section 626 of the Glynn County, Georgia Ordinance.

Article III.

PROPERTY OWNERS ASSOCIATION

Section 3.1 Membership. Every Owner shall automatically be a member of the Association. Membership in the Association is subject to the terms and conditions set forth in the Articles of Incorporation and the Bylaws, to which reference is hereby made for all purposes. Membership in the Association is automatically transferred with the ownership of a Lot and membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of a Lot is and shall be the sole qualification for membership in the Association.

Section 3.2 Board. The Association shall be governed by the Board as more fully set forth in this Declaration and in the Bylaws. The Board shall consist of the number of directors as provided in the Bylaws. During the Class “B” Control Period, defined in Section 3.5, members of the Board are not required to be Owners.

Section 3.3 Compliance with Governing Documents. Owners and every occupant of a Lot, and every Owner’s or occupant’s guests and invitees, shall comply with the Governing Documents as it relates to the Lots and the Common Area(s), including compliance with the Conservation Subdivision Ordinance. The Board, on behalf of the Association, may impose sanctions for violations of the Governing Documents. Without limiting the generality of the foregoing, if an Owner, occupant, or guest or invitee of such Person violates the Governing Documents, the Board may: impose reasonable monetary fines against the Owner; suspend the vote or votes in the Association of the Owner; take reasonable measures to preclude an Owner, occupant, guest, or invitee, or any other Person from continuing in violation of the Governing Documents; require an Owner to cause maintenance or repairs to be made to the Lot or any improvement located thereon if necessary to bring the Lot or the improvement into compliance with the Governing Documents; exercise self-help remedies, which shall include the rights to perform necessary maintenance and repair and seek reimbursement for the cost thereof from the Owner; levy assessments against the Lot and Owner for fines or expenses incurred by the Association in bringing the Lot or Owner in compliance with the Governing Documents; and bring suit in law or equity to enjoin any violation or recover monetary damages. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association

prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

Section 3.4 Association Services and Facilities: Contracts. The Association may provide, or provide for, services and facilities for the Lots or the Lot Owners and shall be authorized to enter into and terminate contracts or agreements with other entities, including the Declarant, to provide such services and facilities. The Board may charge an Owner use or service fees for any such services and facilities provided at the option of the Owner, or may include the costs of such services or facilities in the Association's budget as a Common Expense and assess it against all Owners as part of the general assessment if such service or facility is made available to or provided to all Lots or all Owners. By way of example, such services and facilities might include trash collection; landscape maintenance; lawn care; pest control service; cable, digital, satellite or similar television service; telecommunication and internet connection services; security monitoring; utilities; security gate and gate maintenance; and other services and facilities. Nothing in this provision shall be construed as a representation by the Declarant or the Association as to what, if any, services shall be provided, and there is no obligation to provide any service. In addition, the Board shall be permitted to modify or cancel existing or future contracts for services without the approval of Owners, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services made available to or provided to all Lots or Owners as a Common Expense shall not exempt any owner from the obligation to pay assessments for such services.

Section 3.5 Classes of Membership. The Association initially shall have two classes of membership, Class "A" and Class "B". "Class "A" Members" shall be all Owners, including the Declarant as to any Lot which it owns. The sole "Class "B" Member" shall be the Declarant. The Class "B" membership shall continue until the earlier of: (1) forty (40) years from the date of recording of this Declaration; or (2) such earlier date as the Class "B" Member, in its sole discretion, executes and records a written notice voluntarily terminating the Class "B" membership in the Public Records (with the period from the recording of this Declaration to the earlier of (1) or (2) above being the "Class "B" Control Period"). Upon termination of the Class "B" Control Period, Declarant shall continue to hold a Class "A" membership for each Lot that it owns, if any.

Section 3.6 Voting. The voting rights of each class of membership shall be as follows:

A. Class "A". Each Lot owned by a Class "A" Member is assigned one vote per Lot, with all votes allocated equal weight. Class A membership shall be nonvoting membership during the Class "B" Control Period. Following the Class "B" Control Period, each Class "A" Lot shall have one vote.

B. Class "B". Declarant is the Class "B" Member. During the Class "B" Control Period, the Class "B" Member shall have the sole vote of the Association, the sole authority to appoint and remove directors from the Board from time to time in its discretion, the sole authority to appoint and remove members from the Design Review Committee, and such other rights as are or may be specified in the Governing Documents.

C. Multiple Owners. Since an Owner may be more than one Person, if only one of those Persons is present at a meeting of the Association, or is voting by proxy, ballot, or written consent, that Person shall be entitled to cast the votes pertaining to the Lot owned by such Owner. However, if more than one of those Persons is present, or executes a proxy, ballot or written consent, the vote pertaining to that Lot shall be cast only in accordance with the unanimous agreement of each Person constituting the Owner unless the instrument expressly provides otherwise; and such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that Lot without protest being made immediately by any of the others to the Person presiding over the meeting or vote.

D. Other than Natural Persons. The vote pertaining to any Lot may, and in the case of any Owner that is not a natural person or persons shall, be cast pursuant to a proxy or proxies duly executed by or on behalf of the Owner or, in cases where the Owner is more than one Person, by or on behalf of the joint owners of the Lot. No such proxy may be revocable before its expiration except by written notice delivered to the Association by the Owner or any of the Persons having an interest in the Lot. Any proxy shall be void if it is not dated, or if it purports to be revocable without such notice.

Section 3.7 Association and Common Area Rights. INTENTIONALLY DELETED.

Section 3.8 Common Area Management. The Association shall be responsible for management, operation and control of any Common Area, pursuant and subject to the Governing Documents and the Conservation Subdivision Ordinance, and any covenants and restrictions set forth in any deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules, regulations and restricted activities regulating use of any Common Area it deems appropriate from time to time. The right of Owners to use the Common Areas is at all times subject to the Governing Documents and the Conservation Subdivision Ordinance.

Section 3.9 Association Powers. The Association may exercise any right or privilege given to it expressly by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Board without a vote of the membership except to the extent that the Governing Documents specifically require a vote of the membership.

Section 3.10 Legal Proceedings. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to any Common Area, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or the Owners. Further, neither the Board nor the Association shall initiate any judicial or administrative proceeding unless first approved by a vote of Persons entitled to cast 75% of the total Class "A" votes in the Association, except that no such approval shall be required for actions or proceedings: (1) initiated during the Class "B" Control Period; (2) initiated to enforce the provisions

of the Governing Documents, including collection of assessments and foreclosure of liens; (3) initiated to challenge ad valorem taxation or condemnation proceedings; (4) initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or (5) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it. This provision shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Section 3.11 Indemnification: The Association shall indemnify every officer, director, and committee member, including the members of the Design Review Committee, against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board at the time of such settlement) to which he, she, or it may be a party by reason of being or having been an officer, director, or committee member, including as a member of the Design Review Committee, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this paragraph and the laws of the State of Georgia.

Article IV. ASSESSMENTS AND FINANCES

Section 4.1 Power to Levy Assessments: Declarant hereby establishes, and the Association is hereby authorized to levy, assessments for expenses incurred or anticipated to be incurred by the Association in performing its responsibilities and exercising its rights and powers under this Declaration, any Supplemental Declaration, or the Governing Documents. The obligation to pay assessments shall commence as to each Lot on the first day of the month following: (1) the month in which the Lot is made subject to this Declaration, or (2) the month in which the Lot is conveyed from the Declarant to a third-party purchaser, whichever is later. Notwithstanding any provisions contained in this Declaration to the contrary, assessments shall not accrue against and neither the Declarant nor the Association shall be liable for any assessments against any Lot owned by the Declarant or the Association while such Lot is owned by such party.

Section 4.2 Expense of Association: Without limiting the generality of the foregoing, the Board may levy assessments to collect funds for the payment of: (1) expenses of permitting, maintaining, repairing, replacing, improving, operating, and insuring any Common Area, including improvements located thereon, if any, and including amounts due to third parties who perform such tasks on behalf of the Association, and the costs of labor, equipment, materials, management, supervision, and utilities; (2) taxes, if any, imposed on the Association or any Common Area; (3) the cost of water or other utilities provided to any Common Area, and to Lots if metered through a master meter and billed to the Association; (4) storm water detention; (5) expenses of carrying out the provision of services or facilities to Lots or to Owners authorized under the provisions of this Declaration; (6) expenses of monitoring and enforcing compliance with the provisions of the Governing Documents; (7) expenses arising out of the Association's indemnification obligations, if any; (8) expenses arising out of any measure undertaken to enhance the safety of the Owners or occupants of Lots and any portion of the Submitted Property or nearby property; (9) expenses incurred

in maintaining the landscaped entrance area or areas; (10) expenses incurred in exercising design control; (11) expenses of managing the Association, including compensation of management personnel, maintaining books and records, handling Association funds, providing financial reports, and corresponding with members; (12) administrative expenses such as postage, copying expense, office supplies and equipment; (13) legal, accounting, and other professional fees; (14) monetary fines imposed pursuant to this Declaration; (15) expenses associated with bringing a Lot or Lots into compliance with the Governing Documents; (16) such other expenses as the Board deems necessary or desirable to keep the Submitted Property or nearby property in good, clean, and attractive condition or to maintain and enhance property values and marketability; and (17) as necessary to establish reserves related thereto. Each Owner, by accepting a deed or entering into a recorded contract of purchase of a Lot within the Submitted Property, shall be deemed to covenant and agree to pay all assessments authorized in this Declaration.

Section 4.3 Allocation. The Board, in its sole and unfettered discretion, may levy assessments from time to time and allocate the assessments equally among the Lots, or may levy assessments equitably among the Lots as follows: (1) any Common Expenses benefiting less than all of the Lots may be specially assessed equitably among all of the Lots so benefited, as determined by the Board; (2) any Common Expenses occasioned by the conduct of less than all those entitled to occupy all of the Lots or by the licensees or invitees of any such Lot or Lots may be specially assessed against the Lot or Lots, the conduct of any occupant, licensee, or invitee of which occasioned any such Common Expenses; or (3) any Common Expenses significantly disproportionately benefiting all of the Lots may be assessed equitably among all of the Lots within the Submitted Property as determined by the Board.

Section 4.4 Personal Obligation and Lien. All sums assessed by the Association against any Lot or Owner, whether for the share of the Common Expenses pertaining to that Lot, fines, or otherwise, and all reasonable charges made to any Lot or Owner for materials furnished or services rendered by the Association at the Owner's request to or on behalf of the Lot or the Owner, shall, from the time the sums become due and payable, be the personal obligation of the Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except: (1) liens for ad valorem taxes on the Lot; (2) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or (3) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot at foreclosure.

Section 4.5 Collection. The personal obligation of the Owner and the lien for assessments, at the discretion of the Board, may also include: (1) a late or delinquency charge not in excess of the greater of \$10.00 or 10% of the amount of each assessment or installment thereof not paid when due (or such higher amount as may be established by the Board from time to time, subject to Georgia law); (2) interest at a rate not in excess of 10% per annum on each assessment or installment thereof and any late or delinquency charge pertaining thereto from the date the same was first due and payable; (3) the costs of collection, including court costs, the expenses required for the protection and preservation of the Lot, and reasonable attorneys' fees actually incurred; and (4) the fair rental value

of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

Section 4.6 Notice of Lien. Any assessment chargeable to a Lot will constitute a lien on the Lot, effective on the due date of the assessment. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments shall be required. Nevertheless, the Association, acting by and through the Board, may, but is not obligated to, prepare a written lien statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the delinquent assessment amounts then owing together with authorized late charges and interest accrued thereon. Any lien statement shall be signed and acknowledged by an officer of the Association or the Association's attorney and, either before or after recording, shall be served upon the Owner by certified mail, return receipt requested or by overnight delivery, to the address of the Lot and to any other address or addresses which the Owner may have designated to the Association in writing. The Association may also record the written lien statement in the Public Records.

Section 4.7 Foreclosure. At any time 30 days after notice is sent by certified mail or statutory overnight delivery, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses which the Owner may have designated to the Association in writing, the lien may be foreclosed by the Association by an action, judgment and court order for foreclosure in the same manner as other liens for the improvement of real property, subject to superior liens or encumbrances, but any such court order for judicial foreclosure shall not affect the rights of holders of superior liens or encumbrances to exercise any rights or powers afforded to them under their security instruments. The notice provided for in this Declaration shall specify the amount of the assessments then due and payable together with authorized late charges and the rate of interest accruing thereon. The Association shall have the power to bid on the lot at any foreclosure sale and to acquire, and thereafter hold, lease, encumber and convey the same.

Section 4.8 Budget. The Board shall prepare a budget of the estimated Common Expenses for each year. The estimated expenses in the budget may include, in addition to any operating reserves, a reasonable contribution to a reserve fund for repair and replacement of any capital items to be maintained as a Common Expense. Failure of the Board to prepare a budget or fix assessment amounts or rates or to deliver or mail each Owner a budget or an assessment notice shall not be deemed a waiver, modification, or release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall. Further, no Owner may exempt himself or itself from liability for assessments by non-use of any Common Area or by abandonment of a Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it.

Section 4.9 Due Dates. Assessments shall be paid in such manner and on such dates as the Board may establish from time to time, and may include recurring annual or periodic assessments, specific assessments due from one or more but less than all the Owners, or special assessments due from all Owners. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If an Owner is delinquent in paying any assessments or other charges levied on the Owner's Lot or Lots, the Board may require the outstanding balance on all assessments for such Lot or Lots to be paid in full immediately or it may, in its discretion, permit payment of the outstanding balance in installments. The Board may add reasonable administrative fees and costs for accepting and processing installments to the outstanding balance and include them in the installment payment schedule.

Section 4.10 Statement. Any Owner, mortgagee of a Lot, Person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot shall be entitled upon request and payment of a reasonable processing fee (as may be established by the Board from time to time, subject to Georgia law), to a statement from the Association setting forth the amount of assessments past due and unpaid, together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association and to any management company managing the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five business days from the receipt of such request and such fee (or such longer period as may be established by the Board from time to time, subject to Georgia law), to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five day period (or such longer period as may be established by the Board from time to time, subject to Georgia law) with respect to the Lot involved to such address as may be specified in the written request therefor shall cause the lien for assessments to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Owner.

Section 4.11 No Exemption. No Owner other than the Declarant and the Association shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of a Lot or any part of the Common Area. Except as set forth below, the grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the Association as provided above, such grantee and the grantee's successors, successors-in-title, and assigns shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

Section 4.12 Successor Liability. In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record acquires title, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller or grantor of the Lot

in the acquisition conveyance, or in the event that any other Person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other Person and the Person's successors, successors-in-title, and assigns shall not be liable for nor shall the Lot be subject to any lien for assessments under this Declaration chargeable to the Lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments, shall be deemed to be a Common Expense collectible from all of the Owners, including such holder or other Person and the holder or other Person's successors, successors-in-title, and assigns.

Section 4.13 Contribution Assessment Upon Transfer; Exceptions. Upon **each** transfer of title or conveyance of a Lot (with or without improvements), a sum of \$1,500.00 shall be collected from the Grantee of the Lot at closing and paid to the Association (the "**Transfer Assessment**"), in addition to all other assessments provided for in this Declaration. The Transfer Assessment is an independent assessment, will not constitute an advance payment of any other assessment, and will not be prorated. The Transfer Assessment is a contribution to the capital reserve of the Association and is therefore nonrefundable. The exceptions to application of the Transfer Assessment are as follows: (1) transfers of title, whether full or partial, to Declarant or an entity affiliated by Declarant; (2) transfers of title, whether full or partial, to immediate family members of an Owner; (3) transfers of title, whether full or partial, to legal entities, including trusts, controlled by the Owner or immediate family members of the Owner; and (4) transfers of title based upon a foreclosure of a first priority mortgage. If there is a question as to whether the Transfer Assessment applies to a specific transfer, the decision will be solely of the Board, in the Board's reasonable discretion.

Section 4.14 Declarant Option. Declarant may, but shall not be obligated to, reduce the assessments due from Owners for any fiscal year by payment of a subsidy. Any such subsidy may be treated as a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. In addition, Declarant may loan funds to the Association to cover one-time Common Expenses, and any such loans and the debt service shall be disclosed in the budget as applicable. If characterized as a loan, Declarant may charge and collect interest on the outstanding principal balance of the loan at a rate based on the Wall Street Journal Prime Rate plus 100 basis points. Payment of such subsidy in any year shall not obligate Declarant to continue payment of such subsidy in future years.

Section 4.15 Report by Declarant. Pursuant to Official Code of Georgia Annotated, Section 44-3-250, in any year Declarant directly manages the Association in a subdivision with 20 or more homes and the annual assessment fee is \$500.00 or more, Declarant shall provide a report or budget itemizing the expenses for the Association to each Owner not later than 60 days after the end of the year for which fees were assessed.

Article V.
USE RESTRICTIONS AND LEASING TERMS

Section 5.1 Residential Purposes. The Lots within the Submitted Property shall be used only for single-family residential purposes as set forth in this Declaration, as permitted by the applicable ordinances of Glynn County, including, but not limited to, the Conservation Subdivision Ordinance, and the laws of the State of Georgia and the United States, and as set forth in the other specific recorded covenants affecting all or any part of the Lots.

Section 5.2 Leasing; Minimum Lease Term. Any Person who enters the Submitted Property under a permitted leasing arrangement is subject to the provisions of the Governing Documents and any leasing agreement with the Owner of the Lot. Owners are responsible to the Association for the actions of their lessees that are in violation of the Governing Documents. All leases, licenses, or rentals of less than thirty (30) consecutive days for all or any part of a Lot or Residence are expressly prohibited.

Section 5.3 Use Restrictions. Each Owner of a Lot shall abide by certain restricted activities established for the Submitted Property, which may be found within the Design Guidelines and as may be amended from time to time by the Board. A copy of the initial Design Guidelines which contain the restricted activities can be obtained from the Declarant, or its designated representative.

Article VI.
DESIGN REVIEW

Section 6.1 Committee. Declarant hereby establishes a Design Review Committee to be responsible for the establishment and administration of Design Guidelines for the Submitted Property and for monitoring construction of improvements and the implementation of landscape plans within the Submitted Property on behalf of the Association. The Design Review Committee shall consist of a licensed Georgia Architect and initially three (3) other appointed members. During the Class "B" Control Period, the Declarant shall appoint all members of the Design Review Committee. Thereafter, upon termination of the Class "B" Control Period, the Board shall appoint the committee members which shall consist of up to five (5) members total, one (1) of which shall be a Georgia licensed Architect. The Declarant shall have exclusive control of the Design Review Committee during the Class "B" Control Period. The Declarant may relinquish control of the Design Review Committee for periods of time during the Class "B" Control Period or may terminate its right of exclusive control prior to the expiration of the Class "B" Control Period by recording an instrument to that effect in the Public Records. Members of the Design Review Committee are not required to be Owners. The Design Review Committee is responsible for establishing procedures for reviewing plans and specifications and will publish the Design Guidelines which may be amended from time to time. The Design Review Committee may also designate a building envelope within each Lot.

Section 6.2 Approval. Without limiting the generality of the use restrictions set forth in Article V, no improvement, including without limitation landscaping, irrigation, and lighting and

utility systems, may be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor may any clearing (including tree or brush removal), site work, construction, landscaping, repair or reconstruction be commenced or maintained within the Submitted Property until plans and specifications for the improvements or work have been considered and approved in writing by the Design Review Committee. Any improvements shall be constructed or made only within the building envelope for the Lot established by the Design Review Committee, and only in accordance with approved plans and specifications. Owners will be subject to certain fees upon submittal of a construction application, including, but not limited to, a non-refundable plan review fee and a refundable construction deposit, as more particularly described in Section 6.8 and in the Design Guidelines.

Section 6.3 Decisions. The Design Guidelines are not the exclusive basis of decisions by the Design Review Committee and compliance with Design Guidelines shall not guarantee approval of any application. In reviewing plans and specifications, the Design Review Committee may consider any factors it deems relevant, including, without limitation, conformity with the Design Guidelines and the harmony of the proposed external design and landscaping design, and construction materials, with surrounding structures and environment, and the Community-Wide Standard. Decisions may be based on purely aesthetic considerations. By accepting a deed of a Lot, each Owner shall be deemed to acknowledge that such decisions of the Design Review Committee may be purely subjective and that opinions may vary as to the desirability or attractiveness of particular improvements. The Design Review Committee has the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to review. The Design Review Committee may also exempt certain activities from the application and approval requirements of this Article VI and the Design Guidelines from time to time, and may also grant variances from the Design Guidelines on a case-by-case basis.

Section 6.4 Final Application and Approval. The Design Review Committee is required to make a decision only after receipt of a completed application with all required information. The Design Review Committee shall provide applications, with lists of required information, to Owners upon request. The Design Review Committee may require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Design Review Committee may: (1) approve an application with or without conditions; (2) approve a portion of an application and disapprove other portions; or (3) disapprove an application. Without limiting the foregoing, the Design Review Committee may condition approval of any plans and specifications on the use of approved architects, contractors, or other consultants. The Design Review Committee shall notify an applicant in writing of the final determination on any application no later than 30 days after its receipt of a completed application and all required submissions. Construction must begin within 12 months of approval of plans and specifications. Once commenced, construction must be diligently pursued to completion and must comply with the plans and specifications in all respects. All work must be completed within 24 months of commencement unless otherwise specified in the notice of approval or unless the Design Review Committee, in its discretion, establishes a different deadline in writing.

Section 6.5 Interpretation. The Persons reviewing applications under this Article will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. Also, it may not always be possible to identify objectionable features until work is completed. In such cases, the Design Review Committee may or may not elect to require changes to objectionable features. However, the Design Review Committee may refuse to approve similar proposals in the future. Approval of applications or plans and specifications by the Design Review Committee shall not constitute a waiver of the right to withhold approval as to any similar applications, plans and specifications, or other matters subsequently or additionally submitted for approval.

Section 6.6 Disclaimer. The standards and procedures established by this Article VI are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of and within the Submitted Property but shall not create any duty to any Person. NEITHER DECLARANT NOR THE DESIGN REVIEW COMMITTEE SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR FOR ENSURING COMPLIANCE WITH BUILDING CODES AND OTHER GOVERNMENTAL REQUIREMENTS, NOR FOR ENSURING THAT ALL STRUCTURES AND IMPROVEMENTS CONSTRUCTED WITHIN THE SUBMITTED PROPERTY ARE OF COMPARABLE QUALITY, VALUE, OR SIZE, OR OF SIMILAR DESIGN. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE DESIGN REVIEW COMMITTEE, NOR ANY MEMBER OF ANY OF THE FOREGOING SHALL BE HELD LIABLE FOR SOIL CONDITIONS, DRAINAGE PROBLEMS OR OTHER GENERAL SITE WORK, NOR FOR DEFECTS IN ANY PLANS OR SPECIFICATIONS SUBMITTED, REVISED OR APPROVED HEREUNDER, NOR FOR ANY STRUCTURAL OR OTHER DEFECTS IN WORK DONE ACCORDING TO APPROVED PLANS, NOR FOR ANY INJURY, DAMAGES, OR LOSS ARISING OUT OF THE MANNER, DESIGN OR QUALITY OF APPROVED CONSTRUCTION ON OR MODIFICATIONS TO ANY LOT OR ANY IMPROVEMENTS THEREON.

Section 6.7 Nonconforming Work. Any work performed or improvements constructed in violation of this Article VI or in a manner inconsistent with the approved plans and specifications shall be deemed to be nonconforming. Upon written request from the Board, an Owner shall, at the Owner's own cost and expense, remove any nonconforming structure or improvement and restore the Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required and within the timeframe required, the Board or its designees shall have the right to enter the Lot, remove or modify the improvements constituting the violation and restore the Lot to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, the Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section 6.7. The Board may assess any costs incurred in taking enforcement action under this Section 6.7, together with interest at the maximum rate then allowed by law, against the Lot and Owner as a specific assessment, enforceable as provided in Article IV.

Section 6.8 Fees and Deposits. The Design Review Committee may charge a fee for the review of plans and specifications, in amounts determined by the Design Review Committee from time to time. The amount of this fee shall be calculated and charged in advance of an Owner submitting plans and specifications to the Design Review Committee and shall be due and payable to the Association or its designee by the Owner at the time that such plans and specifications are submitted. The payment of said fee shall be a condition precedent to the review of the plans and specifications by the Design Review Committee and the Design Review Committee shall not be required to review such plans and specifications until said fee has been paid. In addition, a refundable construction deposit will be due upon submittal of the application for approval in an amount determined by the Design Review Committee. The construction deposit will be held by the Association to secure the compliance with the provisions of this Article VI and the Design Guidelines by Owner, and Owner's architects, contractors, and agents.

Article VII.

MAINTENANCE AND REPAIR RESPONSIBILITIES

Section 7.1 Owner Responsibilities. Except as otherwise provided in this Article VII, each Owner shall maintain the Owner's Lot, Residence, and all landscaping and improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants. Responsibility for maintenance shall include responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard. Without limiting the generality of the foregoing, each Owner shall have the responsibility to keep in a neat, clean and sanitary condition all windows, window casings, exterior doors and door frames (including any and all front doors, back doors, sliding glass doors, and garage doors, and any hardware which is a part of a window or door), screens, exterior lights, and all decks, front stoops, and patios, if any, serving or being a part of the Owner's Residence. Owners will perform the responsibilities under this provision in such a manner so as not to unreasonably disturb other Owners, promptly report to the Association any defect, dangerous condition, or need for repairs, for which the Owner believes the Association is responsible, and pay the cost of repairing, replacing and cleaning any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to carry out (which the Association shall have the right, but not the obligation, to do).

Section 7.2 Association Responsibilities. Subject to the Conservation Subdivision Ordinance, the Association shall be responsible for the maintenance, repair, and replacement of improvements within the Common Area(s). The Association may also, as a Common Expense, maintain other property and improvements which it does not own, including without limitation property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the Owner, if the Board determines that such maintenance is necessary or desirable.

Section 7.3 Damage Caused by Act or Neglect. If, owing to the act or neglect of an Owner, or a member of such Owner's family or household pet, or a guest or other authorized occupant or invitee of such Owner, damage shall be caused to the Common Area(s), and maintenance, repairs, or

replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board. The amount necessary for such repairs shall, if not paid by the Owner, shall be charged to such Owner as a special assessment, and shall constitute a lien on such Owner's Lot. In the event that any Owner alters any of the landscaping on Common Area for which the Association is responsible without approval as set forth in Article VI so as to increase the cost of the maintenance of said landscaping or to require additional work to repair any damage caused thereby or to restore to the property to its original condition, then the Board may charge the cost thereof to such Owner as a special assessment, which shall also be a lien on such Owner's Lot.

Section 7.4 Repair following Damage or Destruction. In the event of damage to or destruction of a Residence, structure or other improvement on a Lot, the Owner shall, within 90 days thereafter, seek Design Review Committee approval on the repair or reconstruction of the damaged Residence, structure or other improvement and complete the repair or reconstruction of the damaged Residence, structure, or other improvement, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VI and commence such repair or reconstruction within 120 days after the original damage or destruction, unless the Board, in its sole and unfettered discretion, waives, extends, or modifies this obligation. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with a landscape plan approved by the Design Review Committee as set forth in Article VI, and consistent with the Community-Wide Standard. Likewise, in the event of damage to or destruction of landscape improvements, including trees on the Lot, the Owner shall promptly repair or replace such landscape improvements, in a manner consistent with the previously existing condition meeting the Community-Wide Standard, or the Owner shall clear the Lot and maintain it in a neat and attractive, landscaped condition consistent with a landscape plan approved by the Design Review Committee as set forth in Article VI and consistent with the Community-Wide Standard. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section 7.4, to perform the necessary maintenance, repair, or replacement, then the Board may cause such repairs or replacement to be furnished, provided, and installed, and the cost thereof shall be charged to such Owner and a lien on such Owner's Lot.

Section 7.5 Power to Assume Maintenance Responsibilities. The Association may, in the discretion of the Board, from time to time assume some or all of the responsibilities of an Owner set forth in this Article VII, if in the opinion of the Board, the level and quality of maintenance, repair, or replacement being provided by such Owner does not satisfy the Community-Wide Standard, and the Association is hereby granted a general easement over, across, upon, in and under all exterior portions of such Lot and Residence and any improvements for such maintenance, repair, and replacement purposes. Before assuming the maintenance, repair or replacement responsibilities, the Board shall notify the Owner in writing of its intention to do so, and if the Owner has not commenced and diligently pursued remedial action within 30 days after the mailing of such written notice, the Association may proceed. The expenses of the maintenance, repair, or replacement by the Board shall be reimbursed to the Association by the Owner within 30 days after the Association notifies the Owner of the amount due, and such reimbursement due shall be deemed a specific assessment due from the

Owner to the Association, enforceable as provided in Article IV. No notice is required for maintenance, repair, or replacement expressly made the responsibility of the Association as set forth in this Article VII.

Article VIII. INSURANCE

Section 8.1 Association Insurance. The Association, acting through the Board, may obtain and maintain such insurance as the Board, in the exercise of its business judgment, determines advisable. Premiums for all such insurance shall be Common Expenses, unless the Board reasonably determines that other treatment of the premiums is more appropriate. Without limiting the foregoing, the Board shall have the authority to and shall obtain insurance covering any Common Area against loss or damage by fire and such other hazards in such amounts as the Board may deem desirable. Premiums for such insurance shall be Common Expenses. Also, the Board shall have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and such other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, Declarant, any managing agent, and their respective employees and agents from liability in connection with the Common Area, and insuring the directors and officers of the Association from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties.

Section 8.2 Lot/Residence Insurance. Each Owner shall carry such property insurance as the Board, in the exercise of its business judgment, determines advisable from time to time. Without limiting the foregoing, the Board has the authority to and shall require each Owner to procure fire, flood, and all risk coverage insurance upon an Owner's Residence from a nationally recognized insurance carrier for not less than the full insurance replacement value thereof under a policy or policies of insurance with such carrier or carriers, in such form, and with deductibles, as the Board may determine to be appropriate from time to time.

Section 8.3 Certificate of Insurance. Each Owner shall deliver to the Association a certificate of insurance certifying that a policy of insurance covering such Owner's Residence, as required by this Article VIII, if any, is in effect. In the event an Owner fails to procure or keep in effect a policy of insurance, as required by this Article VIII, after written demand for the same is made upon the Owner by the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's Residence with the designated carrier and the premium for such insurance shall be charged to such Owner as a special assessment and shall be a lien upon such Owner's Lot.

Section 8.4 No Act Resulting in Cancellation. No Owner shall cause or permit anything to be done or kept in the Owner's Residence or Lot which will result in the cancellation of insurance on such Owner's Residence, or any other Residence, or any Common Area.

Section 8.5 No Liability. Notwithstanding any provision in this Declaration to the contrary, neither the Association nor the Board or officers, employees or agents of the Association shall be liable to any Owner nor to any party claiming by, through, or under an Owner by reason of any interest in title to an Owner's Lot for any act or omission to act under this Article VIII by the Association, or its Board, officers, employees, or agents.

Article IX.
EASEMENTS AND BUFFER AREAS

Section 9.1 Common Area General Use and Access Easements. Declarant grants to each Owner and the Association a perpetual nonexclusive right and easement of use, access, ingress and egress and enjoyment in and to any Common Area(s), subject to the Conservation Subdivision Ordinance, and the following: (1) any matters of record in the Public Records; (2) the Governing Documents and any other applicable covenants; (3) any restrictions or limitations contained in this Declaration or in any deed, easement, or license conveying such property to the Association (including those set forth in Article V); and (4) the Board's right to: (i) amend the Design Guidelines and/or adopt rules and regulations and/or restricted activities; (ii) suspend the right of a Person including an Owner to use any Common Area or any recreational facilities located therein pursuant to this Declaration; (iii) subject to the Conservation Subdivision Ordinance, to dedicate or transfer, all or any part of any Common Area pursuant to this Declaration; (iv) impose reasonable membership requirements and charge reasonable initiation fees, admission or other use fees for the use of any recreational facility situated upon any Common Area; (v) subject to the Conservation Subdivision Ordinance, permit use of any recreational facilities situated on any Common Area by Persons other than Owners, their families, lessees and guests; or (vi) mortgage, pledge, or hypothecate any or all of its real or personal property, including any Common Area, as security for its obligations or indebtedness; provided, these easements are subject to Declarant's right, reserved hereby, to alter, modify, reconfigure, or relocate any Common Area, in Declarant's sole discretion, from time to time. Any Owner may extend this right of use and enjoyment to the members of the Owner's family, or the Owner's lessees, and the Owner's social invitees, as applicable, subject to this Declaration, the Governing Documents, and any Rules and Regulations. An Owner who leases a Lot or Residence shall be deemed to have assigned all such rights to the lessee of such Lot or Residence for the period of the lease, unless other written notice is provided to the Board by the Owner and approved by the Board.

Section 9.2 Other Easements. Declarant reserves for itself, its successors, assigns and designees, and grants to the Association and all utility providers, perpetual nonexclusive easements throughout the Submitted Property, including Lots (but not through a Residence) to the extent reasonably necessary for the purpose of: (1) installing utilities and infrastructure to serve the Submitted Property and other adjacent property, cable and other systems for sending and receiving data or other electronic signals, security and similar systems, and walkways, pathways and trails, drainage systems, street lights and signage; (2) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements serving any portion of the Submitted Property or other adjacent property; and (3) accessing utility meters.

Section 9.3 Right to Grant Easements. Declarant also reserves for itself, its successors, assigns and designees, the right and power to grant and record such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any part of the Submitted Property or other nearby property, whether or not such property is made subject to this Declaration. The owner of any property to be burdened by any easement granted pursuant to this provision shall be given written notice in advance of the grant. The location of the easement shall be subject to the written approval of the owner of the burdened property, which approval shall not unreasonably be withheld, delayed or conditioned.

Section 9.4 Use and Enjoyment Protection. All work associated with the exercise of the easements described in this Article IX shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property affected by the easement, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner.

Section 9.5 Blanket Association Easement. Declarant grants to the Association, the Board, the committees of the Association, including the Design Review Committee, and their representatives or agents, perpetual nonexclusive easements over the Submitted Property, including Lots, Residences, and any Common Area, as necessary to enable the such Person to exercise its rights and fulfill its responsibilities, duties, or powers under this Declaration, the Governing Documents, and any Rules and Regulations, including, without limitation, the Association's maintenance, repair, and replacement responsibilities. The Association shall also have the right, but not the obligation, to enter upon any Lot, Residence, or improvement located thereon or adjacent thereto for emergency, security, and safety reasons, and to perform inspections or maintenance for the purpose of ensuring compliance with and enforcement of this Declaration, the Governing Documents, the Conservation Subdivision Ordinance and any rules, regulations and restricted activities. Such right may be exercised by the Board, its duly authorized agents and designees, and all emergency personnel in the performance of their duties. Except in an emergency situation or without prior approval from an Owner, entry into a structure shall only be during reasonable hours and after notice to the Owner.

Section 9.6 Declarant Development Easement. Declarant reserves for itself, its successors, assigns and designees during the Class "B" Control Period, subject to the Conservation Subdivision Ordinance, a perpetual, nonexclusive easement over any Common Area, for the construction and use of such property as may reasonably be required, convenient, or incidental to the construction upon or sale of Lots within the Submitted Property, including, but not limited to, construction or business offices, signs, model units, and sales offices, at no charge. Nothing contained in this Section 9.6 shall authorize or allow construction of any improvements on Conservation Area 1, Conservation Area 2 or Conservation Area 3, as set forth in the Conservation Subdivision Ordinance.

Section 9.7 Other Easements. Declarant reserves the right from time to time, to modify, alter, relocate, or release the easements in this Article IX or on the Subdivision Plat.

Article X.
ANNEXATION AND WITHDRAWAL

Section 10.1 Right to Annex Additional Property. Declarant hereby reserves the right to amend this Declaration during the Class "B" Control Period for the purpose of annexing other property into the Submitted Property by recording a Supplemental Declaration describing the property and stating the intent to submit it to the provisions of this Declaration. A Supplemental Declaration recorded by Declarant pursuant to this Article X shall not require the consent of any Person except the owner of the property being annexed, if not Declarant. Any property annexed pursuant to this provision shall be located within the Subdivision Plat or immediately adjacent to that property. Once annexed, the property shall be subject to this Declaration, except as may otherwise be set forth in the Supplemental Declaration applicable to such property. At the election of the Declarant, any Lot owned or hereafter acquired by the Declarant, or any portion thereof, may be designated by the Declarant as Common Area or public right-of-way, if necessary, in Declarant's sole discretion, to access any property to be annexed into the Submitted Property.

Section 10.2 . Right to Withdraw Property. Declarant also hereby reserves the right to amend this Declaration during the Class "B" Control Period for the purpose of withdrawing and removing any portion of the Submitted Property, or any real property in the future added as a part of the Submitted Property, from the coverage and effect of this Declaration. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if not the Declarant. Upon the withdrawal of the property by the recording of an amendment to this Declaration as set forth herein, such property shall be held by the owner thereof free and clear of the covenants, conditions, restrictions, limitations, and easements in this Declaration. Notwithstanding the foregoing, Declarant is restricted from withdrawing Conservation Area 1, Conservation Area 2 or Conservation Area 3 as a part of the Submitted Property and from the coverage and effect of this Declaration.

Article XI.
MORTGAGEE PROVISIONS

Section 11.1 First Mortgages. The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on Lots within the Submitted Property. The provisions of this Article XI apply to both this Declaration and to the Governing Documents, notwithstanding any other provisions contained therein:

A. An institutional holder, insurer, or guarantor of a first mortgage that provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its mortgage relates (thereby becoming an "**Eligible Mortgage Holder**")), will be entitled to timely written notice of: (1) any condemnation loss or any casualty loss which affects a material portion of the Submitted Property or which affects any Lot on which there is an eligible mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or (2) any delinquency in the payment of assessments or charges owed for a Lot

subject to the eligible mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant thereof which is not cured within 60 days; or (3) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or (4) any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders.

B. No provision of this Declaration nor the Governing Documents gives or shall be construed as giving any Owner or other Person priority over any rights of the first mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Common Area.

Section 11.2 Request for Mortgage Holder Information. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 11.3 Assessments. A mortgagee shall have the rights associated with assessments set forth in Article IV.

Article XII. MISCELLANEOUS

Section 12.1 Runs with the Land. This Declaration is and shall be construed as a covenant running with the land and shall apply to and be binding upon the Submitted Property, including the Lot, the Residences, and any Common Area, and upon all Persons owning or occupying any part of the Submitted Property, including any Lots, any Residence, or any Common Area, and shall be enforceable by Declarant, its successors and assigns, the Association, or any Person who at any time may own any portion of the Submitted Property. This Declaration may be enforced at law or in equity.

Section 12.2 No Waiver, etc. The rights and privileges reserved and set forth in this Declaration or any amendment to this Declaration shall inure to the benefit of Declarant and to Declarant's successors and assigns, including Owners. The failure to enforce any one or more of these restrictions shall in no way be deemed to be a waiver of the right to do so thereafter at the same or any subsequent breach thereof. In the event that any one of or any portion of these covenants, conditions, restrictions, limitations or easements shall be deemed unenforceable the same shall be considered severable and the remainder of this Declaration may be enforced in accordance with the terms and conditions hereof.

Section 12.3 Amendment by Declarant. Until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration for the purpose of: (1) bringing any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (2) enabling any reputable title insurance company to issue title insurance coverage on one or more of the Lots; (3) enabling any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans

to make, purchase, insure or guarantee mortgage loans on one or more of the Lots; or (4) complying with the requirements of any state or federal law or any local, state or federal governmental agency. However, any unilateral amendment by Declarant pursuant to this Section 12.3 shall not materially adversely affect the allocation of voting rights or assessment burdens among the Lots or title to any Lot unless the Owner of the Lot affected consents in writing.

Section 12.4 Amendment by Owners. 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 Persons entitled to cast at least 67% of the total Class "A" votes in the Association, and during the Class "B" Control Period, with Declarant's written consent. Provided, however, 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).

Section 12.5 Presumption of Authority to Consent. If an Owner consents to any amendment to this Declaration or the Governing Documents, 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.

Section 12.6 Effective Date Limitations. 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 one year 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.

Section 12.7 Duration. This Declaration, as it may be amended, is intended to have perpetual duration, subject to the rights of Owners to terminate this Declaration as set forth in this Declaration. It shall be binding upon Declarant and all Persons claiming by, through or under Declarant, including Owners, for a period of 20 years from the date this Declaration is filed for record in the Public Records, and shall renew automatically for successive periods for 20 years each unless this Declaration, as it may be amended, shall be terminated as follows: to terminate this Declaration, at least 51% of the Owners of Lots within the Submitted Property shall execute a document terminating this Declaration, as it may be amended, containing a legal description of the entire area affected by this Declaration, a list of the names of all record Owners of Lots within the Submitted Property, and a description of this Declaration, which may be incorporated by reference. By signing such document, each Owner shall verify that the Owner is a record owner of a Lot within the Submitted Property, specifying the Lot or Lots owned and that the Owner desires for the Declaration and any amendments or supplements thereto to be terminated. Such document shall be recorded in the Public Records, no sooner than but within two years prior to the expiration of the initial 20 year period or any subsequent 20 year period. Nothing in this provision shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

Section 12.8 Sale of Lot. Any Owner selling a Lot shall (in addition to paying the Transfer Assessment at closing as set forth in Section 4.13) deliver to the Board within ten business days of execution of a purchase and sale agreement (herein "PSA"), a copy of the PSA and such other information as the Board may reasonably require. Within ten business days of the closing of the sale, the new Owner shall provide the Board with a copy of the deed and such other information as the Board may reasonably require.

Section 12.9 Assignment by Declarant. Any or all of the special rights and obligations of Declarant reserved in this Declaration or the Governing Documents may be assigned in whole or in part to other Persons, provided the assignment shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Governing Documents, and, provided further, no such assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the Public Records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time, recurrent, or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

Section 12.10 Notices.

A. Form of Notice and Method of Delivery. All notices, demands, bills, statements, or other communications permitted or required to be delivered pursuant to this Declaration shall be in writing and shall be given via: (i) Personal delivery to the addressee; (ii) United States mail, first class, postage-prepaid; (iii) Overnight delivery; or (iv) Electronic mail if a valid electronic mail address has been provided and is an acceptable delivery address in subsection B below.

B. Delivery Address. Notices shall be delivered or sent to the intended recipient as follows: (i) if to an Owner, at the address, or e-mail address which the Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot owned by or affiliated with such Owner; (ii) if to the Association, the Board, Design Review Committee, or another committee, at the address, or e-mail address of the principal office of the Association or its managing agent, or at such other address as the Association shall designate by notice in writing to the Owners pursuant to this Section; or (iii) if to the Declarant, at the principal address of the Declarant as it appears on the Secretary of State's records, or at such other address as the Declarant shall designate by notice in writing to the Association pursuant to this Section.

Section 12.11 The Association may, but shall not be obligated to, maintain or support certain activities within the Submitted Property designed to make the Submitted Property safer than it otherwise might be. NONE OF DECLARANT, THE ASSOCIATION, OR THE BOARD, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE SUBMITTED PROPERTY, NOR SHALL ANY OF THEM BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR

INEFFECTIVENESS OF SECURITY OR SAFETY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SAFETY MEASURE OR SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH IT IS DESIGNED OR INTENDED. EACH PERSON ENTERING THE SUBMITTED PROPERTY ASSUMES ALL RISKS FOR LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM ACTS OF THIRD PARTIES OR FROM THE NATURAL ENVIRONMENT, INCLUDING WITHOUT LIMITATION WATER HAZARDS AND WILDLIFE. UNDER NO CIRCUMSTANCES SHALL DECLARANT, THE ASSOCIATION, NOR THE BOARD BE HELD LIABLE FOR ANY LOSS, INJURY OR DAMAGE RESULTING FROM ACTS OF THIRD PARTIES, OR FROM THE NATURAL ENVIRONMENT, INCLUDING WITHOUT LIMITATION WATER HAZARDS AND WILDLIFE.

Section 12.12 This Declaration shall be construed and interpreted under the laws of the State of Georgia, provided, this Declaration does not subject the Submitted Property to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-221, et. seq., and the Submitted Property is expressly not governed by it.


Section 12.13 If there are conflicts between any of the Governing Documents and applicable Georgia law, Georgia law shall control. If there are conflicts between or among any of the Governing Documents, then the documents, in the following order, shall control: this Declaration, the Articles of Incorporation, the Bylaws, and the Design Guidelines.

Section 12.14 Exhibit "A" and Exhibit "B" attached to this Declaration are incorporated by this reference and made a part hereof for all purposes.

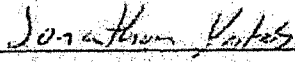
[Signature Page Follows]

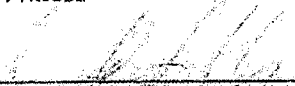
IN WITNESS WHEREOF Declarant, by and through its duly authorized representative, has caused this Declaration to be made as of the date set forth above.

**CANOPY DEVELOPMENT SSI, LLC, a
Georgia Limited Liability Company**

By:  (seal)
Name: Mitchell Turner
Title: President / Operator

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public

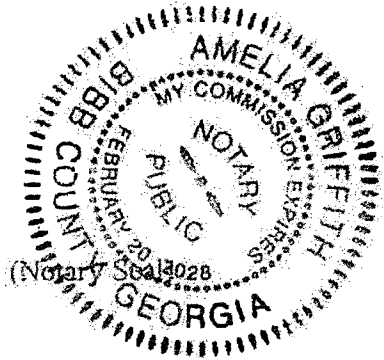


Exhibit "A"

Submitted Property

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, situate, lying and being in the 25th G.M. District, St. Simons Island, Glynn County, Georgia, described and identified according to a plat of survey prepared by Jackson Surveying, Inc., certified by David E. Dowdy, Professional Land Surveyor No. 3395, dated December 29, 2025, entitled "FINAL PLAT OF: THE CANOPY SUBDIVISION" consisting of and being shown as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Conservation Area 1, Conservation Area 2, Conservation Area 3 and Canopy Lane (a private right-of-way with varying widths), as said plat is recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Plat Book 37, Page 424.

Reference is hereby made to said plat and to the record thereof for all further purposes of description and location.

THIS BEING THE SAME PROPERTY conveyed to Canopy Development SSI, LLC by that certain Limited Warranty Deed dated August 28, 2024, as recorded in Deed Book 5018, Page 151, Glynn County, Georgia records.

End of Legal Description

EXHIBIT "B"

Section 626 of the Glyn County Zoning Ordinance
"Conservation Subdivision"

[SEE ATTACHED]

Section 626. Conservation Subdivision Overlay District.

626.1 *Title; Purpose and Intent; Description of Conservation Area.* This ordinance shall be known as "The Conservation Subdivision Overlay District Ordinance". The purpose and intent of this ordinance is to provide developers and land owners flexibility in ensuring preservation of conservation areas without compromising the economic value of the development, as well as to minimize the total amount of disturbance on the site. A Conservation Subdivision preserves conservation areas while maintaining the prorated density of residential units for the overall site area. Neutral density is achieved by allowing smaller, individual-owned residential lots in neighborhoods that include or are adjacent to aesthetically and ecologically important areas. The goal of the design process is to identify and set aside conservation areas prior to delineation and design of transportation, utilities, and residential improvements.

Conservation areas include natural areas protected by law, such as wetlands that meet the definition of the Clean Water Act; shore land areas; water bodies; riparian buffers; populations of endangered or threatened species, or habitat for such species; archaeological sites, cemeteries, and burial grounds; important historic sites; existing healthy, native forests consisting of at least one acre of contiguous area; individual existing healthy trees; other significant natural features and scenic viewsheds; existing trails or corridors that connect the tract to neighboring areas; greenspace; and undeveloped common areas.

The intent of the Conservation Subdivision Overlay District Ordinance is to:

- 1) Preserve in perpetuity areas of land for ecological and recreational purposes;
- 2) Encourage more efficient development of land consistent with public health, safety, and general welfare;
- 3) Afford greater flexibility of design and placement of buildings and structures;
- 4) Preserve and protect exceptional terrain, natural beauty, and sites of historic interest from inconsequential placement of homes, roadways, utilities, and appurtenances;
- 5) Preserve shore land areas; water bodies; and riparian buffers;
- 6) Prevent flooding, erosion, and water pollution, and protect the quality and quantity of drinking water;
- 7) Reduce the amount of infrastructure, including paved surfaces and utility easements, necessary for the development;
- 8) Preserve wetlands, aquifers, topographical, or soil features, marine and wildlife habitat; and other features having conservation values, including views, vistas, and indigenous vegetation; and
- 9) Promote a less sprawling form of development (within the site of development).

626.2 *Designation of Overlay District.* There is hereby created the Conservation Subdivision Overlay District, the boundaries of which shall include all of St. Simons Island but shall not include Sea Island or Little St. Simons Island. The Conservation Subdivision Overlay District applies to all properties located within the boundaries of St. Simons Island.

626.3 *Applicability.* In order to achieve the purposes described in Section 626.1, a Conservation Subdivision is available as a use by right in residential zoning districts and Planned Development Zoning Districts in the Overlay District. Applicants utilizing the Conservation Subdivision shall comply with all other provisions of the Glynn County Zoning Ordinance, the Glynn County Subdivision Regulations, and all other applicable laws, ordinances, and regulations, except those that are incompatible with the provisions contained in this Section. Use of a Conservation Subdivision is entirely voluntary.

Subdivisions with no infrastructure improvements are ineligible to be developed as a Conservation Subdivision.

626.4 Use Regulations.

- (a) *Conservation Subdivisions may be used for the following purposes:*
- 1) Single-family detached dwellings;
 - 2) Conservation areas as specified herein; and
 - 3) Public park or recreation areas owned and operated by a governmental entity or a public or private non-profit agency.
- (b) *Uses of conservation areas may include the following:*
- 1) Conservation of natural, archeological, or historical resources;
 - 2) Meadows, woodlands, wetlands, wildlife corridors, or similar conservation-oriented areas;
 - 3) Walking or bicycle trails, provided they are constructed of permeable materials;
 - 4) Passive recreation areas, such as open fields;
 - 5) Community gardens;
 - 6) Landscaped stormwater management facilities; and
 - 7) Other conservation-oriented uses compatible with the purposes of this ordinance.
- (c) *Uses of conservation areas shall not include the following:*
- 1) Roads, parking lots, and impervious surfaces, except as specifically authorized in this ordinance;
 - 2) Agricultural and forestry activities other than personal or community gardens;
 - 3) Golf courses; and
 - 4) Other activities prohibited pursuant to a recorded legal instrument providing for permanent protection of the conservation area.

626.5 Density and Determination of Allowed Lots.

- (a) The number of lots allowed shall be density neutral. "Density neutral" means that the number of lots in a Conservation Subdivision will not exceed the maximum number of lots that can be reasonably created within a conventional subdivision on the same tract or parcel of land. The maximum number of possible lots shall be based upon the underlying zoning district of the property.
- (b) The number of lots shall be determined by creation of a design plan for a conventional subdivision by the applicant. The plan shall be designed in a manner intended to yield the highest number of lots possible in conformance with the underlying zoning district requirements. It is not necessary for the conventional design plan to meet the formal requirements for a preliminary plat, but must be capable of being constructed given the site features and all applicable regulations. The conventional design plan is required to be reviewed by Glynn County staff prior to submittal of a Conservation Subdivision preliminary plat application to verify that the conventional plan is a viable representation of the development potential as a conventional design.
- (c) For property zoned Planned Development but with an overall density cap, the density shall be the mid-point of the density shown on the latest adopted Future Land Use Map.
- (d) The total amount of site coverage for developed lots and roadways shall not exceed 50 percent of the gross area of the tract, including the conservation area.

626.6 Lot Size and Setbacks and Sidewalks.

(a) Unless otherwise specified in this ordinance, lots in a Conservation Subdivision shall conform to the following conditions:

- 1) *Lots of 4,000 square feet:*
 - i) Minimum Lot Area: 4,000 square feet
 - ii) Minimum Lot Width: 50 feet
 - iii) Minimum Front Yard: 15 feet
 - iv) Minimum Side Yard: Five feet
 - v) Minimum Rear Yard: Seven feet
 - vi) Maximum Building Height: See underlying zoning district requirement
- 2) *Lots of 6,000 square feet:*
 - i) Minimum Lot Area: 6,000 square feet
 - ii) Minimum Lot Width: 60 feet
 - iii) Minimum Front Yard: 15 feet
For exceptions to the front yard requirement, see Section 606.
 - iv) Minimum Side Yard: Seven feet
For side yard requirements for corner lots, see Section 604.
 - v) Minimum Rear Yard: Ten feet
 - vi) Maximum Building Height: See underlying zoning district requirement
- 3) *Lots of 9,000 square feet:*
 - i) Minimum Lot Area: 9,000 square feet
 - ii) Minimum Lot Width: 70 feet
 - iii) Minimum Front Yard: 20 feet
For exceptions to the front yard requirement, see Section 606.
 - iv) Minimum Side Yard: Seven feet
For side yard requirements for corner lots, see Section 604.
 - v) Minimum Rear Yard: Ten feet
 - vi) Maximum Building Height: See underlying zoning district requirement.
- 4) *Lots of 12,000 square feet:*
 - i) Minimum Lot Area: 12,000 square feet
 - ii) Minimum Lot Width: 90 feet
 - iii) Minimum Front Yard: 20 feet
For exceptions to the front yard requirement, see Section 606.
 - iv) Minimum Side Yard: Seven feet
For side yard requirements for corner lots, see Section 604.
 - v) Minimum Rear Yard: Seven feet
 - vi) Maximum Building Height: See underlying zoning district requirement

- (b) Sidewalks shall be provided on all portions of lots adjacent to an existing or proposed street. Installation shall be completed prior to the issuance of a Certificate of Occupancy for the residence being constructed on the lot.

626.7 Ownership, Preservation, and Maintenance of Conservation Areas.

- (a) Conservation areas shall be preserved and maintained solely for the purposes specified in section 626.1. Such preservation and maintenance shall be accomplished by one of the following methods:
- 1) Establishment of a homeowner's association (HOA) to own and maintain the conservation areas in common in accordance with the following provisions:
 - a. Developers will create and submit documentation detailing the minimum requirements and structure for the HOA with their application for a Conservation Subdivision;
 - b. The HOA shall maintain, pay taxes on, and own the conservation areas;
 - c. The HOA will execute a legally enforceable permanent conservation easement as described in section 626.7(b);
 - d. The HOA shall develop a long-term conservation plan for maintenance of common areas.
 - 2) Dedication of legally described and platted conservation areas to Glynn County at the complete discretion of, and approval by, the Glynn County Board of Commissioners.
 - 3) Dedication of legally described and platted conservation areas to a land trust or similar conservation-oriented non-profit, organization.
- (b) Conservation areas shall be protected in perpetuity by a binding legal instrument which shall be a permanent conservation easement, in a form approved by Glynn County, in favor of either:
- 1) A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for re-transfer in the event the organization becomes unable to carry out its functions; or
 - 2) A governmental entity. All legal instruments used to permanently protect conservation areas within the Conservation Subdivision shall be executed by the owner and approved by the County Attorney prior to approval of the final plat. Upon approval of the final plat and the legal instruments for permanent protection of the conservation areas, Glynn County will record said documents with the Clerk of the Superior Court. All fees associated with recordation of plats and legal instruments will be furnished by the owner of the Conservation Subdivision or their agent.

626.8 Buffers, Common Areas, Conservation Areas, and Amenities.

- (a) At a minimum, a Type "A" buffer, as described in Section 613.2, shall be required along the exterior property line of the subdivision where the exterior property line abuts any street. This provision shall not be construed to require a buffer along any interior street in the subdivision. Said buffer shall be natural undisturbed native vegetation and the following standards shall apply:
- 1) The buffer shall be incorporated into one or more remnant parcels apart from buildable lots.
 - 2) The buffer shall remain in its natural state, without encroachment or alterations, except as provided herein.
- (b) The common areas and open spaces for recreation shall have direct access via frontage on a right-of-way or easement.
- (c) Maintenance of buffers, common areas, and open spaces intended for conservation shall be limited to the removal of litter, dead tree materials, and dead and invasive plant materials. Maintenance of

common areas and open spaces preserved for archaeology shall be limited to the removal of litter, dead tree materials, and dead and invasive plant materials, until professional excavations commence.

- (d) The CSOD shall incorporate trees into community open space, street right-of-way and other landscaping areas. All existing trees should be preserved to the greatest extent practical.
- (e) Clearing and grading of native vegetation on the development site shall be limited to the minimum amount needed to build lots, to provide for streets and to provide clearance for public safety equipment. Streets, utilities and drainage easements generally perpendicular to the buffer shall be permitted.
- (f) No wetland may be filled in, relocated, or otherwise changed or modified without first obtaining the express, written approval of the appropriate federal, state, and local governmental agency. However, the Planning Commission shall retain the discretion to approve or deny the filling, relocating, or modification of a wetland, despite approval from such governmental agency, when such proposed action is included in an application for a Conservation Subdivision.

626.9 *Design Process.* Developers shall utilize a four-step process in developing a preliminary plat for a Conservation Subdivision as follows:

- 1) *Step 1 - Delineation of Conservation Areas.* Conservation Areas shall be designated and used as the base map for the development.
- 2) *Step 2 - Location of home sites.* Potential home sites shall be tentatively located using the proposed conservation areas as a base map. Home sites shall conform to all setback and buffer requirements.
- 3) *Alignment of Streets and Sidewalks.* Upon designating home sites, a street and sidewalk plan shall be designed to provide vehicular and pedestrian access to each home. Streets and roads shall comply with the standards of the Glynn County Zoning Ordinance and the Glynn County Subdivision Regulations.
- 4) *Drawing in the Lot Lines.* Upon completion of the proceeding steps, lot lines are drawn as required to delineate the boundaries of individual lots. Lot lines are drawn as the last step.

626.10 *Application Procedure and Approval Process.*

- (a) Submission and approval of a Conservation Subdivision shall follow the process and procedures set out in Article VII of the Glynn County Subdivision Regulations, as amended, with the following additional information required:
 - 1) Conventional subdivision design plan;
 - 2) Site analysis including an inventory and mapping of existing resources, including at least the following mapped at a scale of no less than one inch to 100 feet (1"=100'):
 - a. Topographic contours at two-foot intervals (LIDAR is acceptable);
 - b. Conservation areas, hydrologic characteristics, including surface water bodies, groundwater recharge areas, wetlands, natural swales and drainage ways;
 - c. Land cover on the site, according to general cover type (open areas, woodland, etc.), and any stand-alone trees 12 inches in diameter or larger;
 - d. Known critical habitat areas for rare, threatened or endangered species;
 - e. Unique geological resources;
 - f. Cultural resources with a brief description of historic character of the site, buildings and structures, historically important landscapes, and archeological features and resources;

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- g. Open space and common areas, indicating which areas are to remain undeveloped and pedestrian pathway locations; and
 - h. Boundaries of areas to be developed, proposed street and lot layout, and preliminary development envelopes.
 - 3) Proposed methods for ownership, protection, and maintenance of all conservation areas, buffers, common area, open space, and amenities.
 - (b) Approval of the preliminary plat shall bind all land depicted on the plat to the requirements and conditions of the Conservation Subdivision Overlay District. Should the developer or land owner subsequently sell or otherwise transfer their interest in the property, all heirs and assigns shall be bound to the approved concept/preliminary plan, unless amended by and/or approved by the Island Planning Commission.

(O-2015-10)