

*Rebecca J. Walden*

REBECCA WALDEN  
CLERK OF SUPERIOR COURT  
GLYNN COUNTY

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(Above the Line Reserved for Clerk Recording Data)

Return to:  
Glynn County Attorney's Office  
701 G Street, Second Floor  
Brunswick, GA 31520

TAX PARCEL INFORMATION:  
Over a portion of Glynn County Tax  
Parcel 04-00222

**STATE OF GEORGIA  
COUNTY OF GLYNN**

**DEED OF CONSERVATION AREA EASEMENT**

**THIS INDENTURE** is made and entered into this 21st day of January, 2026, by and between **THE CANOPY PROPERTY OWNER'S ASSOCIATION, INC.**, a Georgia non-profit corporation (hereinafter referred to as the "Grantor"), and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as the "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property located in Glynn County, Georgia, on St. Simons Island, pursuant to that certain *Limited Warranty Deed Conveying Common Areas* from Canopy Development, SSI, LLC in favor of Grantor as recorded in Deed Book 5179, Page 718, Glynn County, Georgia records, and consisting of certain common areas within The Canopy Subdivision (herein the "Subdivision") as shown and delineated on that certain plat of survey (herein the "Plat") entitled "MAP TO SHOW SUBDIVISION PLAT OF THE

CANOPY SUBDIVISION, ST. SIMONS ISLAND, 25<sup>TH</sup> G.M.D., GLYNN COUNTY, GEORGIA”, prepared by Jackson Surveying, Inc., certified by David E. Dowdy, P. L. S. No. 3395, dated December 29, 2025, as recorded in Plat Book 37, Page 424, as CONSERVATION AREA 1, CONSERVATION AREA 2, AND CONSERVATION AREA 3 (hereafter collectively the “Conservation Area”); and

**WHEREAS**, Grantee has established, in § 626 of the Zoning Ordinance of Glynn County, Georgia, the Conservation Subdivision Overlay District Ordinance (hereinafter the “Ordinance”), which Ordinance is in effect at the time of execution of this Easement, for the purpose of providing developers and landowners, among other things, flexibility in ensuring preservation of conservation areas; and

**WHEREAS**, a copy of the Ordinance is attached hereto and incorporated herein by this reference as Exhibit “A”; and

**WHEREAS**, conservation areas under the Ordinance include natural areas protected by law, shore land areas, water bodies, significant natural features and scenic viewsheds, greenspace, and undeveloped common areas; and

**WHEREAS**, through the establishment of the Ordinance, Grantee seeks to preserve in perpetuity areas of land for ecological and recreational purposes, preserve water bodies, and preserve wetlands, among other goals as stated in the Ordinance; and

**WHEREAS**, the Subdivision will be developed as a Conservation Subdivision pursuant to the provisions of the Ordinance; and

**WHEREAS**, Grantor desires to establish and preserve the Conservation Area in accordance with the Ordinance and to convey a permanent easement over the Conservation Area

to Grantee in order to preserve the Conservation Area's natural, scenic, aesthetic, watershed, recreational, or plant-habitat and open-space features and ecological values (collectively, the "Conservation Area Features"); and

**WHEREAS**, the preservation of the Conservation Area in its present state will clearly enhance the Conservation Area Features; and

**WHEREAS**, the Conservation Area Features are documented on the Plat, which provides an accurate representation of the condition of the Conservation Area as of the date hereof, and which is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Indenture (herein the "Baseline Data"); and

**WHEREAS**, Grantee is a qualified "holder" within the meaning of O.C.G.A. § 44-10-2(2); and

**WHEREAS**, Grantor wishes to grant to Grantee the right to enforce the terms of this Indenture; and

**WHEREAS**, by this Indenture, Grantor and Grantee mutually intend that the Conservation Area, as further described hereinbelow, be preserved in perpetuity for the scenic enjoyment of the general public, which preservation will yield a significant public benefit; and

**WHEREAS**, Grantor also wishes to preserve the Conservation Area by providing for the continuation of only those uses allowed in conservation areas as described in the Ordinance; and

**WHEREAS**, Grantor, as owner of the Conservation Area, wishes to convey to Grantee a nonpossessory interest in the Conservation Area to preserve and protect the Conservation Area Features of the Conservation Area in perpetuity, and Grantee wishes to accept such conveyance from Grantor, in order to honor the intentions of Grantor stated herein and to preserve and protect

in perpetuity the Conservation Area Features of the Conservation Area for the benefit of this generation and generations to come, but only upon the terms and conditions hereinafter set forth;

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the mutual intentions expressed in the foregoing recitals, the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to O.C.G.A. § 44-10-1 et seq., which expressly authorizes the conveyance herein contained, Grantor has freely and voluntarily granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does freely and voluntarily grant, bargain, sell, alien, convey and confirm, unto Grantee and its successors and assigns a perpetual, irrevocable, nonexclusive easement, for the purposes hereinafter set forth and subject to the terms and conditions hereinafter set forth (the "Conservation Area Easement"), over, under, across and through the Conservation Area, which is more fully described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED  
HEREIN BY REFERENCE.**

Grantee, by its execution hereof, accepts the foregoing grant of the Conservation Area Easement, and the recordation of this Indenture shall constitute a "recordation of the acceptance" by Grantee within the meaning of O.C.G.A. § 44-10-3(b). Upon the recordation hereof, Grantee shall be entitled, but shall not be obligated, to enforce the Conservation Area Easement pursuant to O.C.G.A. § 44-10-4 and any other applicable law. This Indenture provides Grantee with a right to enforce the terms of this Conservation Area Easement, but Grantee does not have a duty to maintain the Conservation Area. As stated herein, Grantor has the duty and obligation to maintain the Easement Area in accordance with the terms of this Conservation Area Easement and the requirements of the Ordinance.

Said described Conservation Area Easement is hereby conveyed; said Conservation Area

consisting of 122,947 square feet or 2.823 acres, more or less, as depicted and shown as Conservation Area 1, Conservation Area 2 and Conservation Area 3 on the Plat; a copy of said Plat being attached hereto as **Exhibit "C"** and incorporated in this deed by reference.

Said Conservation Area Easement and the Conservation Area are subject to the following terms and conditions:

**1. General Purpose.** It is the general purpose of the Conservation Area Easement to assure that the Conservation Area will be retained forever in its present scenic, open and undisturbed condition and to prevent any use of the Conservation Area that will significantly impair or interfere with the Conservation Area Features of the Conservation Area, as generally defined in the Baseline Data and the Ordinance.

**1.1. Purposes and Obligations under the Ordinance.** In accordance with the Ordinance, the Grantor and its successors-in-interest shall preserve and maintain the Conservation Area solely for the purposes listed in § 626.1 of the Ordinance.

**2. Rights of Grantee.** To accomplish the purpose of the Conservation Area Easement, the following rights are conveyed to Grantee by this Indenture:

- A. To preserve and protect the Conservation Area Features of the Conservation Area.
- B. To enter upon the Conservation Area at reasonable times and upon reasonable prior notice in order to monitor Grantor's compliance with and otherwise enforce the terms of the Conservation Area Easement, provided that such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Conservation Area.
- C. To prevent any activity on, or use of, the Conservation Area that is inconsistent with the purposes of the Conservation Area Easement, and to require the restoration of such areas or features of the Conservation Area as may be damaged by any such inconsistent activity or use.

**3. Prohibited Uses.** Any activity on, or use of, the Conservation Area inconsistent with the purpose of the Conservation Area Easement is prohibited. The Conservation Area shall be maintained in its natural state and restricted from any development with buildings or otherwise, except for those improvements existing in the Conservation Area on the date hereof, or any use allowed under the Ordinance, or other than as forest lands and as a sanctuary for wildlife and wild plants. It is mutually agreed and understood, however, that the Conservation Area Easement permits Grantor and its successors-in-interest to use the Conservation Area for all purposes, present and future, not inconsistent with the Ordinance as a Conservation Area Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- A. The change, disturbance, alteration or impairment of the natural, scenic, agricultural and aesthetic features of the Conservation Area, except as expressly provided herein.
- B. Any residential, commercial or industrial use of, or activity on, the Conservation Area.
- C. The construction or maintenance in the Conservation Area of any buildings, structures or other improvements, other than requisite fencing and as otherwise expressly permitted herein.
- D. The exploration for, or extraction of, oil, gas or other minerals, hydrocarbons, soils or other materials on or below the surface of the Conservation Area.
- E. The dumping or other disposal of trash, garbage or other refuse of any nature whatsoever on the Conservation Area.
- F. Any use or activity that causes or presents a risk of causing soil erosion in the Conservation Area, including but not limited to excavation, landfilling, dredging, or mining.
- G. The cutting of merchantable timber in the Conservation Area, except as necessary

to maximize wildlife production, to control or prevent imminent hazard, disease or fire, or except the appropriate thinning of such timber as is consistent with sound forestry management practices, based upon a forestry management plan prepared by a certified forester and submitted to Grantee for approval at least thirty (30) days prior to the initiation of any cutting or thinning, which approval shall not be unreasonably withheld.

- H. The construction, maintenance, or erection of any sign or billboards on the Conservation Area, except for the posting of no-hunting and no-trespassing signs.
- I. The construction or extension of utility systems on or under the Conservation Area, except that such systems may be constructed at reasonable locations so long as they are underground.

4. **Reserved Rights.** Grantor reserves to itself and its personal representatives, heirs, executors, administrators, successors and assigns the rights of entry and use and all other rights accruing from its and their ownership of the Conservation Area not inconsistent with the purposes of the Conservation Area Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

- A. The right to take action necessary to prevent erosion in the Conservation Area or to protect public health or safety.
- B. The right to lease or to give, sell, assign or otherwise transfer the Conservation Area or any portion thereof by operation of law or by deed, in each case subject and subordinate to this Indenture.
- C. Except as expressly provided herein, Grantor retains exclusive access to and use of the Conservation Area.
- D. Except as limited in this Indenture, Grantor reserves all rights as fee owner of the Conservation Area, including, without limitation, the right to use the Conservation

Area for all purposes not inconsistent herewith; provided, however, that Grantor shall notify Grantee in writing, and Grantee shall have the right of consent, in each case as more particularly provided in Paragraph 6 hereinbelow, prior to the exercise of any reserved right hereunder if the exercise thereof may reasonably be expected to have an adverse impact on the conservation purposes of this Indenture; and provided further, that Grantor hereby acknowledges that, pursuant to O.C.G.A. § 44-10-4(b), Grantee is a necessary party in any proceeding of or before any governmental agency which may result in a license, permit or order for any demolition, alteration or construction on the Conservation Area.

**5. Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Indenture or that a violation is threatened, Grantee may give written notice to Grantor of such violation and demand corrective action by Grantor sufficient to cure the violation and, when the violation involves injury to the Conservation Area resulting from any use or activity inconsistent with the purpose of this Indenture, to restore the portion of the Conservation Area so injured. If Grantor fails to cure such violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period, or fails to continue diligently pursuing such cure thereafter until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Indenture, including, without limitation, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Conservation Area by Grantor to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Area Features of the Conservation Area, Grantee may pursue its remedies under this Paragraph 5 upon written notice to Grantor, but without waiting for the period provided for cure to expire. Grantee's rights

under this Paragraph 5 apply equally in the event of either actual or threatened violations of the terms of this Indenture, and Grantor agrees that Grantee shall be entitled to the injunctive relief described above in this Paragraph 5, both prohibitive and mandatory, in addition to the other remedies provided for herein, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Paragraph 5 shall be cumulative and shall be in addition to all other remedies now or hereafter existing at law or in equity, subject always, however, to any obligation upon Grantee to give notice or an opportunity to cure, or both, pursuant hereto.

**5.1. Grantee's Discretion.** Enforcement of the terms of this Indenture shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Indenture in the event of any breach of any term hereof by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Indenture or of any of Grantee's rights hereunder. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. This Indenture provides Grantee with the right, but not the obligation, to exercise oversight to ensure that the Conservation Area is preserved in accordance with the terms and conditions herein.

**5.2. Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription as they may relate to this Indenture.

**5.3. Acts Beyond Grantor's Control.** Nothing contained in this Indenture shall be construed to entitle Grantee to bring any action against Grantor or to suggest that Grantor would have any liability for any injury to or change in the property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, other acts of God, natural or man-made disasters, unauthorized acts of third parties or other damage beyond Grantor's control, or from any prudent action taken by Grantor under emergency conditions to

prevent, abate or mitigate significant injury to the Conservation Area resulting from such causes.

**6. Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking any activity of the nature contemplated by the proviso contained in Paragraph 4.D. above is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in the manner consistent with the purposes of this Indenture. Whenever such notice is required, Grantor shall notify Grantee in writing, not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Indenture.

**6.1. Grantee's Approval.** Grantee shall grant or withhold its approval, in writing, within thirty (30) days after receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon reasonable determination by Grantee that the action, as proposed, would be inconsistent with the purposes of this Indenture.

**7. Costs and Liabilities.** Grantor, and its personal representatives, heirs, executors, administrators, successors and assigns, retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Conservation Area, including, without limitation, the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Conservation Area free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

**7.1. Hold Harmless.** Grantor agrees to indemnify and hold harmless Grantee and its officers, employees and agents against any and all claims for damage or destruction of property or death or injury to persons related to this Indenture and arising from the negligent acts of Grantor and its employees and agents, and shall, insofar as is possible, after a good-faith effort by Grantor, name Grantee as an additional insured on Grantor's liability policy.

7.2. **Taxes.** Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Conservation Area by any competent authority (collectively, "taxes"), including any taxes imposed upon, or incurred as a result of, this Indenture, and shall furnish Grantee with satisfactory evidence of payment upon request.

8. **Extinguishment.** If circumstances arise in the future such as render the purpose of this Indenture impossible to accomplish, the Conservation Area Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction pursuant to O.C.G.A. § 44-10-4(c).

9. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other hereunder shall be in writing and either served personally or sent by nationally recognized, overnight courier service or U.S. registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other address(es) as may be specified by any such party to the other hereunder by written notice delivered in accordance with this Paragraph 9):

To Grantee: Glynn County, Georgia  
1725 Reynolds Street  
Brunswick, GA 31520  
Attention: County Manager

With a copy to: Glynn County, Georgia  
701 G Street, 2<sup>nd</sup> Floor  
Brunswick, GA 31520  
Attention: County Attorney

To Grantor: The Canopy Property Owner's Association, Inc.  
4390 Interstate Drive  
Macon, GA 31210  
Attention: President/Secretary/Board of Directors

Any notice or other communication mailed as hereinabove provided shall be deemed

effectively given or received on the date of delivery, if personally served or if delivered by nationally recognized, overnight courier service, or on the date indicated on the return receipt, if sent by U.S. registered or certified mail as described above. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice given on the date of mailing.

**10. General Provisions.**

**A. Controlling Law.** The interpretation and performance of this Indenture shall be governed by and construed in accordance with the laws of the State of Georgia.

**B. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Indenture shall be liberally construed in favor of Grantee to effectuate the purposes hereof and the policy and purposes of O.C.G.A. §§ 44-10-1 et seq. If any provision of this Indenture is found to be ambiguous, an interpretation consistent with the purposes of this Indenture that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability.** If any provision of this Indenture, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Indenture or the application of such provision to persons or circumstances other than those as to which it is found to be valid, as the case may be, shall not be affected thereby.

**D. Entire Agreement.** This Indenture sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understandings and agreements relating thereto, all of which are merged herein.

**E. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**F. Successors and Assigns; Covenants, Etc. Run With Land.** The covenants, terms, conditions and restrictions of this Indenture shall be binding upon, and shall inure to the benefit

of, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, and shall continue as an easement and servitude running with the Conservation Area in perpetuity and enforceable against Grantor and all present and future owners, tenants and other holders of any interest in the Conservation Area. The benefits herein conferred upon Grantee shall be in gross and assignable by Grantee. The terms "Grantor" and "Grantee," when used herein, shall be deemed to refer to Grantor or Grantee, as the case may be, and each of their personal representatives, heirs, executors, administrators, successors and assigns.

**G. Termination of Rights and Obligations.** Each party's rights and obligations under this Indenture shall terminate upon the transfer of such party's interest in this Indenture or the Conservation Area, as the case may be, except that liability for the acts or omissions occurring prior to such transfer shall expressly survive such transfer.

**H. Captions.** The captions in this Indenture have been inserted solely for convenience of reference, are not a part of this Indenture and shall have no effect upon construction or interpretation.

**I. Grantor's Successors-In-Title.** Grantor agrees that any conveyance of the Conservation Area by Grantor will be made expressly subject to the terms, conditions, restrictions and purposes of this Indenture and the same shall be inserted by Grantor in, or incorporated by reference in, any subsequent deed or other legal instrument by which Grantor divests itself of fee simple or any other interest in the Conservation Area or any portion of the Conservation Area, and Grantor hereby agrees to notify Grantee or its successors or assigns of any such conveyance.

**J. Grantor's Representations and Warranties.** Grantor hereby represents and warrants that it is seized of the Conservation Area in fee simple and has good right to grant and convey the Conservation Area Easement, that the Conservation Area is free and clear of any and all encumbrances, and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of the Conservation Area Easement.

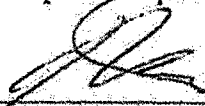
11. **Baseline Data.** In order to establish a present condition of the Conservation Area Features so as to be able to properly monitor future uses of the Conservation Area and assure compliance with the terms hereof, the parties have prepared or caused to be prepared the Baseline Data. The Baseline Data shall be used to assist in establishing the condition of the Conservation Area as of the date of this Indenture. Grantor and Grantee acknowledge and agree that, in the event that a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Conservation Area subject to the Conservation Area Easement as of the date hereof, the parties may look beyond the Baseline Data, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions at the time of execution of this Indenture to assist in the resolution of the controversy.

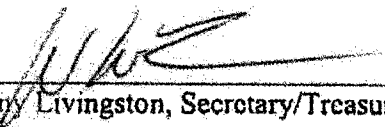
**TO HAVE AND TO HOLD** the Conservation Area Easement unto the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by any means or ways, dispute the perpetual easement right of the Grantee to the Conservation Area Easement. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon Grantor but also its personal representatives, heirs, executors, administrators, successors and assigns, and shall continue as an easement and servitude running in perpetuity with the Conservation Area.

*(This space left intentionally blank; signatures on the following pages)*

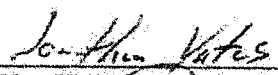
IN WITNESS WHEREOF, the said Grantor and Grantee have set their hand and affixed the seals of the undersigned and delivered these presents on this the day and year first above written.


GRANTOR:  
THE CANOPY PROPERTY  
OWNER'S ASSOCIATION, INC.  
a Georgia non-profit corporation

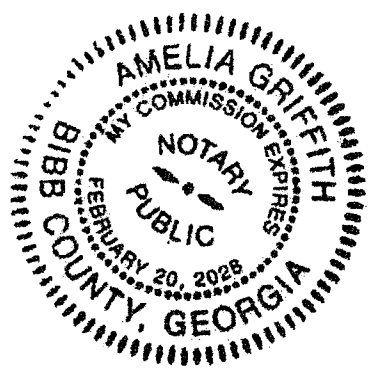
By:   
Mitchell Turner, President

Attest:   
Sonny Livingston, Secretary/Treasurer

Signed, sealed and delivered on this  
12 day of January, 2026,  
and in the presence of:

  
Unofficial Witness

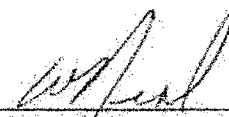
  
NOTARY PUBLIC  
My Commission Expires:



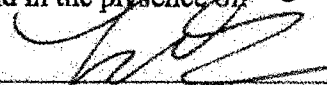
[SIGNATURES CONTINUED NEXT PAGE]


IN WITNESS WHEREOF, the said Grantor and Grantee have set their hand and affixed the seals of the undersigned and delivered these presents on this the day and year first above written.

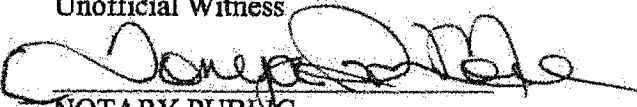
GRANTEE:  
GLYNN COUNTY, GEORGIA

By:   
Wayne Neal, Chairman  
Glynn County Board of Commissioners

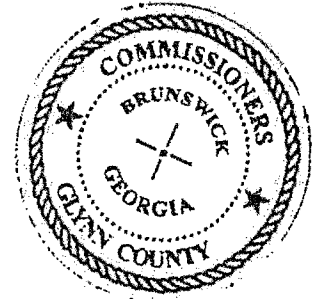
Signed, sealed and delivered on this  
16<sup>th</sup> day of January, 2026,  
and in the presence of:

  
Unofficial Witness

Attest:   
Ronda Vakulich, County Clerk

  
NOTARY PUBLIC  
My Commission Expires: 10/10/2027

TONYA ANN MORAN  
NOTARY PUBLIC  
Glynn County, State of Georgia  
My Commission Expires 10/10/2027



[END OF SIGNATURES]

**EXHIBIT "A"**

**The Conservation Subdivision Overlay District Ordinance**

**[Attached hereto]**

## 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.

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**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. Homes 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)

**EXHIBIT "B"**  
**"The Conservation Area"**

**ALL THOSE TRACTS, LOTS OR PARCELS OF LAND** situate, lying and being in the 25<sup>th</sup> G.M.D., St. Simons Island, Glynn County, Georgia, being shown and delineated on that certain plat entitled "FINAL PLAT OF THE CANOPY SUBDIVISION, ST. SIMONS ISLAND", prepared by Jackson Surveying, Inc., certified by David E. Dowdy, Professional Land Surveyor No. 3395, dated December 29, 2025, as recorded in Plat Book 37, Page 424, in the Office of the Clerk of Superior Court of Glynn County, Georgia (herein the "Final Plat") as **CONSERVATION AREA 1, CONSERVATION AREA 2, AND CONSERVATION AREA 3.**

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

**THIS PROPERTY IS FURTHER** subject to all of the terms, provisions, easements, covenants and restrictions set forth in the Declaration and in the Ordinance, as if fully recited herein, and as incorporated herein by this reference.

**EXHIBIT "C"**  
**"Plat Depicting the Conservation Area"**

**[Attached hereto]**



**ACTION OF BOARD OF DIRECTORS OF  
THE CANOPY PROPERTY OWNER'S ASSOCIATION, INC.  
TAKEN BY UNANIMOUS WRITTEN CONSENT IN LIEU  
OF AN ORGANIZATION MEETING**

Pursuant to §14-3-107 of the Georgia Nonprofit Corporation Code, we, the undersigned, being all of the Directors of **THE CANOPY PROPERTY OWNER'S ASSOCIATION, INC.** (the "Corporation"), do hereby unanimously consent to and adopt the following resolutions, which actions shall have the same force and effect as if taken by us by unanimous affirmative vote at the organization meeting of the Board of Directors of the Corporation duly called and held pursuant to the provisions of §14-3-134 of said Code, and direct that this written consent to such actions be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

**RESOLVED**, that the Articles of Incorporation of the Corporation granted by the Secretary of State of Georgia, a copy of which has been placed in the Corporation's minute book, be hereby accepted and approved for the Corporation;

**RESOLVED**, that the By-Laws presented to the Directors and placed in the Corporation's minute book be hereby adopted as the Bylaws of the Corporation for the regulation and management of its affairs;

**RESOLVED**, that the following named persons are hereby declared elected to the offices of the Corporation set forth opposite their respective names to serve as such officers pursuant to the ByLaws of the Corporation:

MITCHELL TURNER

President

SONNY LIVINGSTON

Secretary-Treasurer

**RESOLVED**, that the form of seal affixed to the margin hereof be hereby adopted as the corporate seal of the Corporation;

[CORPORATE SEAL]

**RESOLVED**, that the attached form of resolution pertaining to bank accounts, loans and related matters is adopted and ratified on behalf of the corporation, and the Secretary of the Corporation is authorized to certify the adoption of such resolution to the banking institution requiring the same.

**WITNESS** the consent of each Director of the Corporation, effective as of the 17th day of June 2025.



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MITCHELL TURNER, Director



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SONNY LIVINGSTON, Director