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9/02/2005 04:22pm
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Superior Court of Chatham County
Chatham County, Georgia

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Return to: Tiece G. Ziblut
Hunter, Maclean, Exley & Dunn, P.C.
P.O. Box 9848
Savannah, Georgia 31412-0048

**Supplement and
Declaration of Access and Recreational Covenants
For
Forest Lakes**

dated January 28, 2005

NOTE: This cover page is for recording purposes only and does not modify or amend the terms of the attached instrument.

SUPPLEMENT AND
DECLARATION OF ACCESS AND RECREATIONAL COVENANTS
FOR
FOREST LAKES

THIS SUPPLEMENT AND DECLARATION OF ACCESS AND RECREATIONAL COVENANTS FOR FOREST LAKES ("Covenants") is made this 28th day of January 2005, by Godley Station West, LLC (the "Declarant"), Forest Lakes Property Owners Association, Inc. (the "Association") and Portrait Homes-Retreat at Forest Lakes LLC ("Vendee") all on behalf of themselves, their successors, successors-in-title and assigns.

BACKGROUND STATEMENT

Declarant is the developer of the planned community located in Pooler, Chatham County, Georgia, and known as "Forest Lakes". Declarant has executed and filed that certain Master Declaration of Covenants, Conditions and Restrictions for Forest Lakes, recorded on the 12th day of March, 2004, in Deed Book 266-U, Page 467, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, as amended or supplemented from time to time (hereinafter referred to as the "Declaration"). Capitalized terms defined in Article I of the Declaration shall have the same meaning when used herein, unless a different meaning is given herein or is required by the context used herein.

Declarant is the owner of the real property described on Exhibit "A", attached hereto and incorporated herein (the "Amenity Area"), which shall constitute Common Area of the Association under the Declaration.

Vendee is the purchaser from Declarant of the real property described in Exhibit "B", attached hereto and incorporated herein (hereinafter the "Tract"), which is an exclusive residential community of single-family attached residential units of Forest Lakes for which the use and enjoyment of the Amenity Area by its residents, and the improvements and facilities thereon, and any easements reasonably necessary or required for such use and enjoyment, is desired.

Declarant, Association and Vendee, its successors, successors-in-title and assigns, subjects the Amenity Area and the Tract and all portions thereof to these Covenants.

The Association shall own, control, maintain and operate the Amenity Area, and the facilities and improvements thereon, for the benefit of Owners of Lots and Living Units and Tract Lots and Living Units, and shall levy, collect and have a lien for assessments as provided in the Declaration and as provided herein.

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Declarant, the Association and Vendee (collectively the "Parties") desire to define their rights and obligations with regard to the Amenity Area and the use and enjoyment thereof by Owners of Tract Lots and Living Units. The Parties further desire to set out the obligations of the Association with regard to the Amenity Area and the method by which costs will be assessed to operate, control, maintain, preserve and repair the Amenity Area and the improvements and facilities thereon.

Declarant, the Association and Vendee acknowledge that the Tract needs access to Forest Lakes Drive, which is a private road under the control of the Association, and the Declarant and Association grant to the Vendee and the Tract an easement for ingress and egress over Forest Lakes Drive and any adjoining private roads of the Association.

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Article I
Declaration of Intent and Binding Effect

Declarant and Vendee hereby declare that all of the Tract and the Amenity Area, and all private roads under the control of the Declarant or Association, including Forest Lakes Drive ("Private Roads"), shall be subject to the covenants, conditions, restrictions and easements contained herein, and that the Tract Lots and Living Units shall be held, sold and conveyed subject to the terms of these Covenants. These Covenants shall be binding upon all persons having any right, title, or interest in any portion of the Tract, their heirs, successors, successors-in-title, and assigns, and shall be binding upon Declarant, the Association and any successors, successors-in-title and assigns to all or any portion of the Amenity Area and Private Roads.

Article II
Obligation of the Parties

2.1. Declarant Obligations.

(a) On or before July 31, 2005, Declarant shall plan, construct and begin the operation of the facilities and improvements on the Amenity Area for the social and recreational use of the Owners of Lots and Living Units and the Owners of Tract Lots and Living Units, said facilities and improvements to include, but not be limited to, a clubhouse, swimming pool, tennis courts, playground, athletic center, health equipment and other such facilities and improvements as may be determined by the Association.

(b) Declarant shall transfer all of its interest in the Amenity Area, including the improvements and facilities thereon, to the Association, for its cost basis, upon the earlier of:

(i) December 31, 2012; or

- (ii) when Declarant and the Association expressly agree to such transfer.

2.2. Association Obligations.

(a) The Association agrees to acquire and purchase the Amenity Area from Declarant for Declarant's cost basis that shall not exceed \$1,200 per Lot or Living Unit, as provided in Section 2.1 hereof.

(b) Consistent with the terms hereof, the Amenity Area shall be Common Area of the Association and shall be owned, controlled, operated and maintained for the equal benefit of all Owners of Lots and Living Units and Owners of Tract Lots and Living Units.

(c) The Association shall keep separate accounts, books and records with respect to its ownership, control, maintenance, and operation of the Amenity Area, so as to more easily assess Lots and Living Units and the Tract Lots and Living Units their equal share of expenses incurred in the ownership, control, maintenance and operation of the Amenity Area and with respect to the control, maintenance, repair, replacement and operation of the Private Roads serving the Tract.

(d) The Association shall have the power to levy annual and special assessments against Owners of Tract Lots and Living Units to cover their just share of expenses to own, control, maintain and operate the Amenity Area and also to pay a just share of expenses, including funds paid to maintain adequate reserves, of providing the easements granted hereunder, and to maintain, repair, replace and operate the Private Roads. The Association shall have a lien upon all Tract Lots and Living Units to secure payment of assessments which liens shall be subject to foreclosure by the Association pursuant to Georgia law.

2.3 Obligations of Vendee.

(a) The Vendee, its successors, successors-in-title and assigns agree to pay Declarant an Amenity Impact Fee in the amount of \$1,200 (hereinafter "Amenity Impact Fee"), to be due and payable upon the initial sale or the occupancy of a Tract Lot or Living Unit as a residence, whichever shall first occur, but in no event shall any Amenity Impact Fee remain unpaid beyond the date provided in b(i) below. The Amenity Impact shall only be payable once for each Tract Lot or Living Unit.

(b) The Vendee, for each Tract Lot and Living Unit owned, hereby covenants and agrees for itself, its successors, successors-in-title and assigns, and each Owner of a Tract Lot or Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant

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and agree, as to any Tract Lot or Living Unit, for himself, his heirs, successors and assigns, to pay to the Association:

1. any Amenity Impact Fees unpaid after December 31, 2008 ("Amenity Impact Fees");
2. annual assessments or charges as provided herein for each Tract Lot or Living Unit owned; and
3. special assessments for capital improvements to the Amenity Area.

The Association may levy annual assessments and, may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Amenity Area, Private Roads or as necessary to provide the easements granted hereunder, provided that any such special assessment shall have the consent of two-thirds (2/3) of the total votes of the Members of the Association and Members of the Tract Association (as defined below), who are voting in person or by proxy at a meeting duly called for this purpose.

All such assessments shall be fixed, established and collected as herein provided. Amenity Impact Fees, annual assessments and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge upon each Tract Lot or Living Unit against which such assessment is made and for which such Amenity Impact Fee is due. Each assessment and Amenity Impact Fee, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such property at the time when the assessment or Amenity Impact Fee becomes due. The personal obligation for Amenity Impact Fees or delinquent assessments shall not pass to the successor-in-title unless expressly assumed by him.

The Association may, at its discretion, collect any and all assessments due from the Tract Lots and Living Units from an association made up of owners of Tract Lots and Living Units to which a Vendee has transferred its rights and obligations hereunder, such transfer to be made only with the written consent of Declarant (such association shall hereinafter be referred to as a "Tract Association"), and all such amounts due shall constitute an obligation of the Tract Association for which the Association may pursue collection activities under Georgia law and may collect any costs and reasonable attorney's fees incurred in such collection activities.

The Association shall have no other right to charge assessments to the Tract, the Owners of Tract Lots and Living Units, the Tract Association or Vendee for the Amenity Area or the Private Roads except as set forth in this Declaration.

(c) The amount of annual and special assessments levied as provided herein shall be determined in the same manner as provided in Article V, Section 3 of the Declaration, unless otherwise provided in Section 2.3(b) above or by the following:

- (i) Until January 1, 2007, the annual assessment provided hereunder shall not be greater than \$360 per Tract Lot or Living Unit.
- (ii) After January 1, 2007, the maximum annual assessment for each Tract Lot or Living Unit within the Tract may be increased by an amount not to exceed ten (10%) percent of the maximum annual assessment of the previous year at the discretion of the Board of Directors of the Association.
- (iii) The maximum annual assessment may be increased without limitation by the affirmative vote of a majority of the total votes of both the Members of the Association and the Members of the Tract Association, who are voting in person or by proxy at a meeting duly called for this purpose.

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Article III
Use and Access Easements

3.1 Declarant and the Association hereby grant and convey to Vendee, its successors, successors-in-title and assigns, including Owners of Tract Lots or Living Units, an easement of use and enjoyment in and to the Amenity Area, and the improvements and facilities thereon and an easement for ingress and egress over the Private Roads, such easement rights to be of the same kind and the same degree as those granted to Members of the Association.

3.2 Declarant and the Association hereby grant and convey to Vendee, its successors, successors-in-title and assigns, including Owners of Tract Lots or Living Units, an easement for pedestrian and vehicular ingress and egress, but only as is reasonably necessary or required for the exercise of the easement rights granted in paragraph 3.1.

3.3 The easement rights set forth herein shall be subject to the same rights and obligations of the Association as set forth in Article III of the Declaration.

3.4 Except as provided herein, Declarant, the Association and any members thereof shall have no right or obligations with respect to the Tract, Vendee, any Tract Association or any member thereof, including Owners of Tract

Lots or Living Units. Furthermore, except as provided herein, Vendee, any Tract Association or any member thereof, including Owners of Tract Lots or Living Units, shall have no rights or obligations with respect to the Amenity Area or other property subject to or made subject to the Declaration, nor any rights or obligations in connection with the Association or with other Common Area owned by the Association.

Article IV
General

4.1 Architectural Control. No structure shall be commenced, constructed, erected or maintained on the Tract, nor shall any material exterior improvement, addition, change or alteration be made to the Living Units on the Tract until the plans and specifications showing the nature, kind, shape, color, height, materials, location and grade of the same have been submitted and approved in writing by Declarant. Further, Declarant shall have the right to approve any material modification of the site plan for the Tract. Declarant shall not unreasonably withhold its approvals.

4.2. Notice. Any notice provided for in these Covenants shall be served personally or shall be mailed by registered or certified mail to the addresses specified below unless written notice is provided in accordance with this Section, unless a different address for delivery of notices is provided to the Parties, in which case the notice should be addressed to such different address:

- | | |
|--------------------------|---|
| (a) if to the Declarant: | Godley Station West, LLC
2702 Whatley Avenue, Suite B-1
Savannah, Georgia 31404 |
| with a copy to: | Joshua D. Walker
Weiner, Shearouse, Weitz, Greenberg &
Shawe, LLP
P.O. Box 10105
Savannah, Georgia 31412-0305 |
| (b) if to the Vendee: | Portrait Homes-Retreat at Forest Lakes LLC
606 Browns Cove Road
Ridgeland, South Carolina 29936 |
| with a copy to: | Greg A. Bouwer
Koransky & Bouwer, PC
425 Joliet, Suite 425
Dyer, Indiana 46311 |

(c) if to the Association: Forest Lakes Property Owners
Association, Inc.
2702 Whatley Avenue, Suite B-1
Savannah, Georgia 31404

with a copy to: Joshua D. Walker
Weiner, Shearouse, Weitz, Greenberg &
Shawe, LLP
P.O. Box 10105
Savannah, Georgia 31412-0305

All such notices shall, for all purposes, be deemed delivered and received (a) upon personal delivery to the addressee, or (b) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

4.3 Amendment. The Declarant may at any time and from time to time subject additional property to these Covenants and may modify the terms of these Covenants as to such property, as the character of such additional property may require, so long as such modification does not materially affect the rights provided hereunder to the parties hereto, and their successors, successors in title and assigns.

Otherwise, these Covenants may be amended only by an instrument signed by the Declarant, the Association and the Vendee or Tract Association subject to these Covenants. Should Declarant and Vendee no longer own an interest in Forest Lakes or the Tract, these Covenants may be amended only by an instrument signed by the Association and the Tract Association.

Amendments to these Covenants shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted.

4.4. Duration; Termination. Unless terminated by agreement of those persons whose consent is needed to amend, these Covenants shall have perpetual duration. If Georgia law limits the period during which covenants may run with the land, then to the extent consistent with such law, these Covenants shall run for a period of twenty (20) years and shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless an instrument signed by the Holders of not less than ninety (90%) percent of the votes in the Association and the Tract Association has been executed, amending or abrogating this Declaration; provided, however, that no such amendment or change shall be effective unless made and executed at least six (6) months in advance of the

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effective date of such change and unless written notice of the proposed amendment is sent to every Member of the Association and Tract Association at least ninety (90) days in advance of any action taken. If any provision of these Covenants is judicially determined to be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

4.5 Construction: Severability. These Covenants shall be governed by and construed under Georgia law. Invalidation of any provision of these Covenants, in whole or in part, by judgment or court order shall not affect other provisions.

4.6 Waiver. No failure to exercise any right or power under these Covenants or to insist upon strict compliance with these Covenants and no custom or practice at variance with the terms of these Covenants shall constitute a waiver of the right thereafter to demand exact compliance with the terms of these Covenants.

4.7 Captions. The captions of each Article and Section hereof; as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

4.8 Enforcement. The Association, Declarant, Vendee, Tract Association or Owner of a Tract Lot or Living Unit, shall have the right to enforce all conditions, covenants or charges now or hereafter imposed by the provisions of these Covenants. Failure by the Association, Declarant, Vendee, Tract Association or any Owner of a Tract Lot or Living Unit to enforce the Covenants herein contained shall in no event be deemed the waiver or inability of the right to enforce the conditions, covenants or charges imposed by these Covenants. In the event any action is brought to enforce any of the provisions of these Covenants, the parties bringing such action shall be entitled to recover of the defendant all costs of the action, including reasonable attorney's fees.

4.9 Conflict. In the event of any irreconcilable conflict between these Covenants and the Articles of Incorporation and/or Bylaws of the Association, the provisions of these Covenants shall control.

4.10 Gender. All pronouns used herein shall be deemed to include the masculine, feminine and non-personal entities, as well as singular and plural wherever the context provides or permits.

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IN WITNESS WHEREOF, the Declarant, Vendee and Association have executed these Covenants as of the date first above written.

DECLARANT:

GODLEY STATION WEST, LLC
a Georgia Limited Liability Company

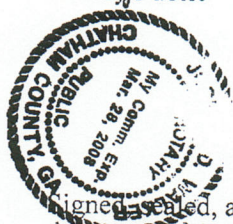
Signed, sealed, and delivered
this 26 day of January,
2005.

By: [Signature]
Its: President

Attest: [Signature]
Its: Assistant Secretary

Witness

Notary Public



VENDEE:

Portrait Homes-Retreat at Forest
Lakes LLC, an Illinois limited
liability company

Signed, sealed, and delivered
this 30 day of March,
2005, in the presence of:

By: [Signature]
Its: President

Attest: [Signature]
Its: Assistant Secretary

Witness

Notary Public



ASSOCIATION:

FOREST LAKES PROPERTY
OWNERS ASSOCIATION, INC.

Signed, sealed, and delivered
this 28 day of January,
2005, in the presence of:

By: [Signature]
Its: President

Attest: [Signature]
Its: Assistant Secretary

Witness

Notary Public

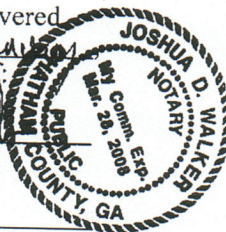


EXHIBIT A

Multifamily Future Development Tract, Forest Lakes, Godley Station

All that certain lot, tract or parcel of land situated, and being located in the City of Pooler, the 8th G. M. District of Chatham County, Georgia, and being a portion of Lot B, Godley Station, and known as Multifamily Future Development Tract of Forest Lakes, and being more particularly described below:

Commencing at an iron pipe at the intersection of the Western right-of-way of Godley Station Boulevard and the Northern right-of-way of Forest Lakes Drive, thence along the Northern Right-of-way of Forest Lakes Drive along a curve to the right having an arc length of 394.68', a radius of 169.49', a tangent of 200.62', a delta of 99°36'54", and subtended by a chord having a bearing of S46°09'01"W and distance of 258.94' to an iron pipe; thence S05°45'26"W a distance of 20.13' to an iron pipe; thence S89°48'19"W a distance of 336.25' to an iron pipe; thence N84°14'34"W a distance of 351.30' to an iron pipe; thence N73°59'38"W a distance of 267.92' to an iron pipe; thence N05°35'50"W a distance of 7.33' to an iron pipe; thence along a curve to the left having a radius of 425.00', a delta angle of 37°59'22", a chord bearing of S76°59'22", a chord length of 276.66' to an iron pipe; thence crossing the right-of-way of Forest Lakes Boulevard S47°54'10"E a distance of 159.30' to an iron pipe being the point of beginning; thence leaving said right-of-way of Forest Lakes Boulevard S12°21'11"E a distance of 165.71' to an iron pipe; thence S79°11'04"E a distance 289.59 to an iron pipe; thence N80°00'13"E a distance of 52.60' to an iron pipe; thence S83°49'15"E a distance of 248.64' to an iron pipe; thence S58°59'31"E a distance of 315.14' to an iron pipe; thence S13°39'10"W a distance 60.80' to an iron pipe; thence S16°16'04"W a distance of 104.33' to an iron pipe; thence S84°39'49"W a distance of 99.67' to an iron pipe; thence N58°30'44"W a distance of 137.90' to an iron pipe; thence N72°27'15"W a distance of 287.81' to an iron pipe; thence N79°10'13"W a distance of 344.29' to an iron pipe; thence S89°02'58"W a distance of 125.69' to an iron pipe; thence N70°23'38"W a distance of 112.94' to an iron pipe; thence N84°18'32"W a distance of 79.19' to an iron pipe; thence S73°47'59"W a distance of 217.98' to an iron pipe; thence along the right-of-way of Forest Lakes Boulevard N57°46'01"E a distance of 636.33' to an iron pipe; thence along a curve to the right having an arc length of 44.50', a radius of 275.00', a tangent of 22.30', a delta angle of 9°16'21", a chord bearing of N62°24'11"E and a chord length of 44.46' to an iron pipe being the point of beginning.

This tract being bound on the North, East and South by the Lands of Godley Station West LLC, and on the West by Forest Lakes Boulevard and containing an area of 5.850 acres.

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