



Amended and Restated Declarations of Covenants, Conditions and Restrictions

The Villages at Godley Station

April 2007

Clock#: 967623
FILED FOR RECORD
7/24/2007 09:02am
PAID: 40.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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RETURN TO: THE VILLAGES AT GODLEY STATION
HOMEOWNERS ASSOCIATION
P.O. BOX 646
POOLER, GA 31322

STATE OF GEORGIA
CHATHAM COUNTY

**AMENDED AND RESTATED DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLAGES AT GODLEY STATION**

This amended and restated declaration of covenants, conditions and restrictions for The Villages at Godley Station (Declaration) is made this 26th day of April, 2007, by The Villages at Godley Station Board of Directors acting on the behalf of the members of the Villages at Godley Station Homeowners Association. Inc. A Non Profit Organization registered in the State of Georgia.

Whereas, This declaration imposes upon the properties (as defined in Article 1) mutually beneficial restrictions under a general plan of improvement for the benefit of the owners of each portion of the properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the properties; and

Whereas the Board of Directors for The Villages at Godley Station Homeowners Association declares that all of the property described in The Master Plan for The Villages at Godley Station and any additional property subjected to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the protecting the desirability of real property subjected to this declaration. This declaration shall be binding on and shall inure to the benefit of all parties having any right, title, or interest in the properties or any part thereof, their successors, successors-in-title and assigns.

Whereas Godley Station Developers executed and recorded in the Clerk of the Superior Court for Chatham County the Master Declaration of Covenants, Conditions and Restrictions dated 11/13/2000 recorded in deed record book 216 P page 209 and said Covenants were restated Declaration and Supplemental Covenants dated 03/16/2001 book 219 W page 324.

Now therefore, this Declaration of Covenants, Conditions and Restrictions is being recorded to amend and replace said previous Declarations as follows:

**DECLARATION OF COVENANT CONDITIONS AND RESTRICTIONS
THE VILLAGES OF GODLEY STATION**

**ARTICLE I
DEFINITIONS**

- Section 1.0 Adult is considered any person 18 years of age or older
- Section 1.1 Architectural Review Board (ARB) shall be appointed by the Board of Directors. The ARB will be responsible for the review and approval of all exterior changes to property, both private and common at The Villages at Godley Station.
- Section 1.2 Assessments shall be the dollar amount determined by the Board of Directors to properly maintain the common areas for the recreational, health, safety, welfare and common benefit and enjoyment of all members of the association.
- Section 1.3 Association shall mean and refer to The Villages at Godley Station Home Owners Association Inc., a registered Georgia Non-Profit Organization.
- Section 1.4 Board of Directors shall mean the duly elected Board of Directors of the Association.
- Section 1.5 Covenant Committee will be made up of volunteers from the Association Membership who will be appointed to enforce the requirements of this Declaration of Covenant, Conditions and Restrictions, as well as the Architectural Review Board Policies.
- Section 1.6 Common Areas shall mean all real property, and the improvements thereon, set aside for the use and enjoyment of the owners, whether described as common property, open space, green areas, ponds, lagoons or storm water catch basins, or otherwise. This property shall be owned by the Association and maintained for the use and benefit of the property owners, their families and houseguests, subject to the conditions, restrictions, easements and liens contained herein and subject to the Standards, rules and regulations promulgated by the Board of Directors.
- Section 1.7 Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the Chatham County Recorder.
- Section 1.8 Dwelling Unit is any building, structure or residence, situated on a lot, which is intended for use and occupancy for a single family. All Dwelling Units at The Villages of Godley Station are by law (Zoning Ordinances), designated as single family.
- Section 1.9 The Villages at Godley Station shall mean the sections commonly known as Copper Village and The Arbors.
- Section 1.10 Lien is the right of the Association to place on the property of any member of the association for failure to pay appropriate dues established by the Board or any judgment granted for failure to maintain their property to established standards.

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- Section 1.11 Lot shall mean and refer to any plot shown upon any recorded subdivision map of the properties with the exception of the common areas.
- Section 1.12 Member shall mean and refer to those persons entitled to membership as provided in this Declaration.
- Section 1.13 Mortgage shall mean any mortgage, deed of trust, deed to secure debt, security deed, or other type of security instrument used for the purpose of encumbering real property in The Villages at Godley Station.
- Section 1.14 Mortgagee shall mean the holder of a Mortgage.
- Section 1.15 Occupant shall mean any person legally occupying any Dwelling Unit within The Villages at Godley Station for any period of time, regardless of whether such person is a tenant or the Owner of such property.
- Section 1.16 Home Owner shall mean the Owner(s) of Record of the fee simple title to any lot.
- Section 1.17 Recreational Vehicle shall mean any Motor Home, Camper, Golf Cart, Dune Buggy or similar vehicle designed for off road use.
- Section 1.18 Single Family Dwelling All homes in the Villages at Godley Station are, by zoning Regulations designated Single Family Units, therefore the renting of rooms or space in these homes is illegal unless owner occupied
- Section 1.19 Solicitor Person(s) who seek to sell, trade or otherwise seek gain through door-to-door sales or other means of solicitation.
- Section 1.20 Supplementary Declaration means an amendment or supplement to this Declaration which subjects additional restrictions and obligations on The Villages at Godley Station.
- Section 1.21 Vehicle shall mean any Automobile, Pickup Truck, Van, SUV, Motorcycle, or other mode of transportation normally licensed by the state for use on public roads.
- Section 1.22 Water Features shall mean any Pond, Lagoon, Storm Water Catch Basin and drainage ditches owned by The Villages at Godley Station.

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**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

Section 2.0 Existing Property The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to this declaration is located in Chatham County, Georgia, and more particularly described in Exhibits A and B attached hereto and by reference made a part hereof.

**ARTICLE III
COMMON AREA**

Section 3.0 Obligation of the Association The Association, subject to the Provisions of this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon, (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order, and repair in compliance with standards set by the Architectural Review Board.

Section 3.1 Easement of Enjoyment and Easement of Ingress and Egress subject to the provisions herein, every owner shall have a right of Easement of Enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. This Easement, however, does not provide easement to common areas through private property.

Section 3.2 Extent of Easement the easements of enjoyment, ingress and egress created here in shall be subject to the following:

- a. The right of the Board of Directors to establish reasonable rules and regulations governing the use of the common areas in respect to the personal conduct of owners, occupants and guests thereon and to charge reasonable admission and other fees for special or extraordinary uses of the common areas.
- b. The right of the Board of Directors to suspend the right of a Member to use the Recreational facilities for any period during which any assessments against the said member remains unpaid for more than thirty (30) days after being duly notified.
- c. The right of the Board of Directors to suspend the right of a member or anyone in his/her household to use the recreational facilities for a period not to

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exceed one hundred twenty days (120 days) for any infraction of this Declaration.

d. The right of the Board of Directors to encumber any or all of the Recreational Facilities located at The Villages at Godley Station, as may be authorized herein, or in the Articles of Incorporation, or as granted to non-profit corporations under Georgia Law. (A lender's right in the event of default upon any encumbrance on the common areas is limited to, after taking possession of such common areas, charging reasonable admission and other fees as a condition of continued enjoyment by members, and if necessary, to a wider range of users. Upon satisfaction of the encumbrance, such common areas are returned to the Association with full restoration of Member's rights.)

e. The right of the Board of Directors to dedicate or transfer all or any part of the common area owned by it to any public agency, authority or utility for such purposes and subject to such conditions as are authorized by the Articles of Incorporation, this declaration, or by Georgia law.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 4.0 Creation of the Lien and Personal Obligation of Assessments The Board of Directors of the Association, will be responsible for determining and recommending to the Association for approval the Amount of the assessment necessary to properly maintain all real property owned by the association, common areas and recreational facilities at The Villages at Godley Station. Each lot owner, by acceptance of a deed, whether or not it is expressed in such deed, is deemed to agree to the covenants and agree to pay to the Association all assessments when due.

Section 4.1 Purpose of Annual Assessments The assessments levied by the Association shall be exclusively used to promote the recreational, health, safety and welfare of the residents in their use of the common areas. The assessments will also be used to make necessary improvements to the common areas as determined by the Board of Directors.

a. Special Assessments for major capital improvements may be necessary. The Board of Directors is responsible to determine the requirement for special assessments.

b. The annual as well as any special assessments, together with interest, costs and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall be the personal obligation of the person(s) who was the legal owner of such property at the time the assessment fell due. The personal

obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. In event of the death of the property owner the delinquent assessments will become a lien against the estate.

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- Section 4.2 Annual assessments or charges. Payments will be made as stated by the Board of Directors. Payments are due by the 30th day following the invoice date established by the Board. Both Annual and Special Assessments must be fixed at a uniform rate for all lots and will be collected on a schedule set by the Board of Directors. Homeowners are authorized to make annual payments if so desired.
- Section 4.3 Changes to the Annual Assessment/Special Assessments any changes to the Annual Assessment or the adoption of a Special Assessment must be approved by the majority of members present at an Association Meeting. The meeting must be duly announced with members receiving at least 30 days notice as to the Date, Time and Location of the meeting. The use of Proxy Votes will be authorized if properly signed by the homeowners with date, time and property address. Each lot is authorized one (1) vote.
- Section 4.4 Effect of Non-payment of Assessments Any Assessment not paid within the thirty days shall bear interest from the due date, at the rate of ten percent (10%). The association may bring an action at law against the property owner obligated to pay the same, or foreclose the lien against the property. No property owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her lot.
- Section 4.5 Subordination of the Lien to the Mortgage the lien for assessments provided for herein shall be subordinate to the lien of first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.
- Section 4.6 Exempt Property The following property subject to this declaration shall be exempt for the assessments, charges and liens created herein:
- a. All properties to the extent of any easement or any interest therein dedicated and accepted by the local public authority and devoted to public use.
 - b. All common areas
 - c. All properties exempt from taxation by State or Local governments upon the terms and to the extent of such legal exemptions.

**SECTION V
ARCHITECTURAL REVIEW BOARD (ARB)**

Section 5.0 Architectural Review Board (ARB) will consist of three (3) or more persons appointed by the Board of Directors. Vacancies in the ARB will be filled by appointments by the Board of Directors.

Section 5.1 Purpose The ARB shall regulate the external design, appearance, use, location, maintenance and improvements for all of the property located in the Villages at Godley Station. Their goal will be to control all changes to property in such a manner to preserve and enhance values and to maintain a harmonious relationship among structures, the natural vegetation and topography. The ARB will promulgate standards and guidelines appropriate to maintain the Villages at Godley Station The Covenant Committee will be responsible for the enforcement of this declaration, as well as those standards developed by The Architectural Review Board.

Section 5.2 Conditions No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in anyway alters the exterior of any property or the improvements located thereon from its natural or improved state existing at the time of the property being sold shall be done without the prior approval of the ARB. The owner of property that was bought with covenant violations assumes responsibility for corrective action.

Section 5.3 Procedures. The following procedures will be adhered to when requesting changes modifications or improvements to property at the Villages at Godley Station. See ARB Standards for complete requirements.

a. A request for the subject work must be made in writing to the ARB. This work must be outlined in detail stating what is to be done, type of materials to be used, Name of person and telephone number responsible for the work and anticipated completion date. A complete set of drawings must be submitted at the time of the request.

**ARTICLE VI
PROTECTIVE COVENANTS**

Section 6.0 Covenants pertaining to the Clubhouse For the protection of members and guests, the following covenants must be followed when using any of the recreational facilities.

a. The Clubhouse is available for all members to use and enjoy. However, for special occasions where meetings or parties are planned, reservations must be made through the Chairman of the Clubhouse Committee. Private use of the clubhouse will require a user fee and security deposit. The fees and security

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deposit charges will be established by the Board of Directors. Reservations are by signed contract and are on a first come first served basis.

b. Personnel wanting to reserve the facilities must be a property owner in the Villages at Godley Station and must have all assessments paid up to date.

c. Members will be responsible for the conduct of their guests at all times.

d. Any damage to the clubhouse or furnishings will be charged to the Member.

e. Between the hours of 6:00 pm to 8:00 am, all persons under the age of 18, inside the clubhouse, must be accompanied by an adult. Failure to adhere to this rule will result in the child being charged with trespassing and the Pooler Police shall be called.

Section 6.1 Covenants pertaining to the Pool All persons using The Villages at Godley Station pool must be residents of the Villages at Godley Station or signed in as guests of an Adult Member (18 years or older) while at the pool.

a. All members using the pool facilities must present a current pool card.

b. All members must sign in with the guard on duty.

c. All members must obey all directions from the guard. If conflicts develop, members should do as instructed by the guard and contact a Board Member to report any problem.

d. Private parties utilizing the pool can be arranged for by contacting the Chairman of the Clubhouse Committee.

e. The pool is not to be used during the periods of darkness unless prior arrangements have been made with the Chairman of the Club House Committee.

f. Anyone caught in the pool area during periods when it is closed will be charged with trespassing

Section 6.2 Covenants pertaining to the Tennis Courts The Tennis Courts shall be open for use during all day light periods. No one is authorized to be in, on, or around the Tennis Courts unless engaged in playing tennis or observing a tennis game.

a. Horseplay of any type is not allowed in, on or around the tennis courts.

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Section 6.3 Ponds, Lagoons and Storm Water Run-off Basins (Water Features) There are numerous Water Features throughout The Villages at Godley Station. These water features have been put there for the community to enjoy, but due to the potential hazard that they create the following covenants must be strictly adhered to at all times. Residents are cautioned that the banks of all water features are difficult to get out of.

- a. All water features will be strictly off limits during periods of darkness.
- b. Children under the age of 18 must be accompanied by an adult when around any of the water features.
- c. Entry into any of the water features is not authorized for swimming, wading, cooling off, fishing or any other recreational activity. Entry into water features is authorized for maintenance or for the removal of debris or dangerous reptiles.
- d. Fishing is only permitted in areas adjacent to water features that are not directly behind a resident's home. This is to protect the privacy and security of those residences that back up to a water feature.
- e. Fishing from the banks is authorized in all water features. However, fishing is only authorized on a "catch and release" basis. Only residents and guests accompanied by residents are authorized to fish.
- f. The placing of grass clippings, residue from trimming shrubs/trees, or any trash in or around the water features is strictly forbidden.

Section 6.4 Property Modifications and Alterations No building, wall, dock, walkway, driveway, fence, mailbox, screening device, swimming pool antenna, satellite, shed or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, nor shall the clearing of any trees or change of property grade be made, until plans and specifications showing the nature, kind, shape, heights, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Architectural Review Board (ARB). No change shall be made in the color, stain or painting of any structure or door thereof, or balcony or deck there unto attached, unless so approved in writing by the Architectural Review Board.

Section 6.5 Temporary Structures No structure of a temporary nature, including but not limited to trailers, tents, shacks and mobile homes, shall be placed on any lot at any time. However, this prohibition shall not apply to shelters used by contractors during the construction of dwellings. No temporary building or structure of any kind shall be used for a residence, either temporary or permanent. The use of a tent for a special

occasion (e.g. Birthday Parties, Family Reunions etc.) is authorized. However, the tent must be put up the day before and taken down within 24 hours following the end of the event.

- Section 6.6 Antennas and Satellite Dishes To comply with the FCC Requirements, homeowners should apply immediately to the ARB for installation of a Satellite dish or antenna. This allows ample time for the Board to review the request and state the requirements for installation. General requirements are that the dish or antenna be mounted on the backside of the yard on the roof or pole mounted so as not to be easily seen from the street.
- Section 6.7 Burning of Trash Open Fires for burning of any type of trash or lawn debris is strictly forbidden.
- Section 6.8 Clothes lines (exterior) Clothes lines are not authorized on any lot.
- Section 6.9 Drainage Ditches No change shall be made in the level or course of any drainage ditch on the properties without the prior written approval of the ARB. The owner of any lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale in a clean and orderly condition. Disposing of any trash or yard debris is strictly forbidden.
- Section 6.10 Fences The installation of any fencing requires prior written approval from the ARB. Fence heights on non-lagoon lots are to be no higher than 6 feet. Lots located on a lagoon are limited to fences of 4 feet in height and must be of picket design. Fences can be made of wood, vinyl or aluminum. The installation of chain link fences is not authorized.
- a. The fence can only come as far forward as to the rear corner of the house. In order to maintain uniformity where two fences will meet, the property owners are authorized to join the fences at the rear corner of the house sitting closest to the road. All requests must be approved in writing from the ARB prior to commencing any work.
- Section 6.11 Garbage Cans/Trash Containers Shall be placed curbside no earlier than 5:00 pm the day prior to trash collection and removed that night. Garbage cans cannot be stored in the front of the home.
- Section 6.12 Maintenance Each owner shall be responsible for the maintenance of his/her lot and the improvements thereon. If in the opinion of the Board of Directors of the Association, any owner fails to maintain his yard or residence in a neat and orderly manner, the Association may, after an appropriate warning, provide such maintenance as may be reasonably necessary, and the costs thereof shall be added to and become part of the assessment to which such lot is subject to.

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- Section 6.13 Sheds The installation of any shed must have written approval from the ARB. Homes that border on lagoons are not authorized to have any type of shed.
- Section 6.14 Signs The only type of signs authorized for use in the Villages at Godley Station will be a standard size "For Sale" sign, "For Lease" signs or signs indicating a security service. All signs must be approved through the ARB. Other signs of a private or commercial nature are prohibited.
- Section 6.15 Solicitations from personnel living outside of the Villages of Godley Station are prohibited. This is for both the security and safety of all our residents. Violations will be turned over to the Pooler Police Department for appropriate action
- Section 6.16 Mailboxes No mailboxes or receptacles for the delivery of newspapers or mail shall be allowed on a lot unless the type and design thereof shall have been approved by the ARB. All mailboxes must be kept painted and in good repair with no modifications. Damaged or missing mailboxes must be repaired / replaced within 7 days.
- Section 6.17 Nuisance No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The playing of loud music within any family dwelling unit shall be deemed noxious, offensive behavior constituting a nuisance. The following are examples of what constitutes a nuisance or noxious activity: barking dogs, loud mufflers, loud car radios etc.
- Section 6.18 Plants and Trees After the required clearing for the construction of dwelling units and driveways, no tree having a diameter greater than two inches, measured five feet above grade, may be cut or moved without the prior written approval of the ARB.
- Section 6.19 Rental Property Absentee Home Owners are authorized to rent their homes. However, they must meet the following requirements for renting.
- a. Rental of bedrooms, garages or other individual areas of their homes is not allowed.
 - b. The entire home must be rented and all leases must be for a minimum of 6 months. Leases of shorter duration are not allowed.
- Section 6.20 Parking Covenants Parking regulations for all vehicles will be strictly monitored and enforced.
- a. Vehicles belonging to residents can only be parked in garages and driveways.

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- b. Parking of commercial vehicles larger than a standard pickup truck or van is not authorized.
- c. The parking of any type of trailer at The Villages at Godley Station is not authorized except for trailers parked inside a closed garage.
- d. All vehicles must have a current registration and be properly insured.
- e. All vehicles must be in an operable condition. Derelict vehicles, vehicles with flat tires or vehicles requiring major maintenance are not authorized. Residents will have 5 days to repair or remove vehicles. (Residents doing oil/tire changes and similar minor maintenance are not affected by this standard).
- f. Routine/regular parking of vehicles, by residents, on any street in The Villages at Godley Station is not allowed. Overnight parking on any street is not authorized.
- g. Recreational Vehicles, boats, and campers are authorized to be parked in front of the residence only for loading, unloading of equipment, supplies and for cleaning. Time is not to exceed 72 hours unless written permission for an extension is granted by the Board.
- h. No vehicle, of any type is allowed to park or drive on any grassy area or area that is not expressly designed for vehicle traffic. This includes all common areas. Vehicles needed to do maintenance in these areas are authorized provided the contractor obtains permission from the Board of Directors.

Section 6.21 Pet Covenants No animals, livestock, or poultry of any kind shall be raised, kept, bred or pastured on any lot in the Villages at Godley Station. The number of pets authorized in any household will be governed by Pooler City Ordinance and Zoning Regulations In order to preserve the aesthetic qualities of the common properties, to maintain sanitary conditions on the property, to prevent the spread of worms and infectious diseases and to maintain a proper respect for other property owners and users of the common areas (all areas outside your property). Pet owners or pet sitters shall abide by the following restrictions, conditions and obligations:

- a. Animals must be kept in their own yards unless under the direct control of a responsible adult. Animals shall not be chained to any tree or other anchor point that could endanger the animal or allow the animal to escape.
- b. Owners of the pets are responsible for the immediate removal of any solid waste material. Owners walking their animals must have the capability of immediate removal of this solid waste. All pets must be kept on a leash when outside of the owner's property.

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c. All animals must have all vaccinations, as required by local and state ordinances, up to date. The animals, while outdoors, must have collars with their Identification on at all times.

d. No animals will be kept for breeding purposes.

e. Any animal deemed by the Board to be a nuisance or dangerous shall be removed from the Villages at Godley Station. Dogs outside and barking between 10:00 pm and 7:00 am will be considered a nuisance.

Section 6.22 Use of Firearms/Weapons the use of any weapon or discharge of a firearm at The Villages at Godley Station is prohibited. The term firearms includes rifles, pistols, "BB" guns, pellet guns, paint guns and small firearms of all types. The use of any bow and arrow is prohibited.

Section 6.23 Window Air Conditioners are authorized, however they must be approved by the ARB. The air conditioner must be located on the side or rear of the house and cannot be visible from the street.

Section 6.24 Yards Every lot owner shall prevent the development of any unclean, unsightly or unkempt conditions of the dwelling, fence (if applicable), lawn, ground cover, or shrubbery on such lot, which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

a. The blowing of lawn debris (grass clippings, leaves, etc.) into the streets, storm water drains, dumping into draining ditches or any common area including Green Spaces directly behind residence is strictly forbidden.

b. The dumping of anything, including but not limited to paint, any solvent, oils or solid wastes into the storm water drains located in the roadways is strictly forbidden. Residents, please note these items go directly into the Lagoons.

Section 6.25 Yard Sales Individual or groups of individuals are not authorized to conduct yard sales at the Villages of Godley Station. The Board of Directors will schedule community wide yard sales. The yard sales will be properly advertised in local papers and signs will indicate which streets have homes participating in the yard sales.

**ARTICLE VII
PENALTIES AND FINES**

Section 7.0 Enforcement Each owner and occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they maybe lawfully amended or modified from time to time and with the covenants, conditions and restrictions set forth in this Declaration. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this

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Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association. Failure by the Association to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of lien, a notice of violation of the Declaration, by laws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the owner who is responsible for violating the forgoing. Any owner against whom the Association shall bring an action at law or in equity to enforce the provisions of the Declaration shall reimburse the Association for all costs, including reasonable attorneys' fees and court cost incurred in such enforcement.

Section 7.1 Self-Help In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any lot or any portion of The Villages at Godley Station to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or use restriction. Unless an emergency situation exists, the Board shall give the violating owner ten (10) days written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice of five (5) days. All costs of self help including reasonable attorneys' fees and court cost incurred in such enforcement shall be assessed against the violating owner and shall be collected as provided for herein for the collection of assessments.

Section 7.2 Classes of Fines This Declaration will establish three (3) classes of fines. Fines will increase with both the seriousness of the violation and frequency, should the violation continue or reoccur with in any running 12 month period.

a. Class "A" Fines (\$25.00) will be issued for minor violations when after several (2) letters of warning have not resulted in relief of the violation.

Examples – Failure to clean up solid waste from you dog, failure to maintain your yard, illegal parking

b. Class "B" Fines (\$100.00) will be issued for the more serious violations where residents, property or standard of living could be compromised. Two warnings will be issued before the fine is levied.

Examples - Barking dogs after 10 pm Loud music outside.

c. Class "C" Fines (\$250.00) are for the most serious violations where persons and or property has been or might possibly be damaged if the violation goes unabated. One documented, witnessed phone call or in person warning from a Board Member constitutes proper warning for the purpose of this Declaration and the levying of fines.

Example – reckless vehicle operation, discharge of any type of weapon
unapproved modifications to property

Section 7.3 Procedures for levying of Fines for Class A or B No fines will be levied until properly documented warnings are given. Delivery of the warnings will generally be through the U.S. Mail for the first warning. The second warning will be via the U.S. Mail Certified Mail, with return receipt requested. Failure to sign for the letter or its return by the Post Office marked refused will be construed as being duly warned. The final step after two such warnings will be for the board to levy an appropriate fine agreed to by majority vote by the Board.

a. Procedures for levying fines for class "C" violations will be quicker due to the seriousness of the violations. Residents will only be given one warning. This warning can be given in person or by phone call by any Board Member empowered by the Board, as long as it is witnessed and properly documented. The failure to take corrective action immediately is grounds to levy the fine.

b. All violations remain for a rolling 12 month period. Continued violations of the same nature will result in fines increasing with each reported offense. Continued warnings after the initial warnings are not necessary

c. Appeals for any fines or letters of warning shall be addressed to the Board of Directors by certified mail within 7 days. At the appeal hearing the resident can explain his/her case. All decisions by the Board of Directors is final.

Section 7.4 Continued Violations or Failure to Correct In all instances where the problem continues uncorrected, the board reserves the right to increase the fines for each time frame (designated by the Board) that the violation continues unabated. The paying of the fine in no way eliminates the offending property owner from any costs associated with correcting the violation, be it through the legal system where the property owner would bear the costs of reasonable attorneys' fees and court cost or through the Self Help Process described in Section 7.1

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P.O. Box 646
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STATE OF GEORGIA
CHATHAM COUNTY

CORPORATE ATTESTATION

THIS WILL CERTIFY that THE VILLAGES AT GODLEY STATION HOMEOWNERS ASSOCIATION, INC. did, at a duly called meeting of the membership held on April 26th, 2007, pursuant to Notice given to each member of the Association at least thirty days in advance of the called meeting, said notice accompanied by a proxy that could be cast in lieu of attendance at a meeting, approve by an affirmative vote of 94% of the membership quorum the foregoing "Amended and Restated Declarations of Covenants, Conditions and Restrictions for The Villages at Godley Station."

All votes cast were signed written ballots, which ballots are maintained on file in the offices of the Association as part of its permanent record.

Wherefore, the undersigned officers of the Association, duly authorized to do so, do hereby attest to the foregoing, this 26th day of April, 2007.

The Villages at Godley Station Homeowners Association, Inc.

By: [Signature] President
David Perpina, President

Attest: [Signature] Secretary
Patricia Johnson, Secretary

Sworn to before me on the date above:

[Signature]
Notary Public

[Signature]
Witness

