

RETURN RECORDED DOCUMENT TO:
 Whelchel & McQuigg, LLC
 504 Beachview Drive, Suite 3-D
 St. Simons Island, Georgia 31522

Recorded 4/26/06
Lola B. Jamakey
 Clerk Superior Court

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 GLYNN CO. CLERK'S OFFICE
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DECLARATION OF PROTECTIVE COVENANTS

Lola B. Jamakey
 CLERK SUPERIOR COURT

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this
20 day of April, 2006, by SPARTAN DEVELOPMENT GROUP, INC., a
 corporation chartered under the laws of the State of Florida and having its principal office in
 Duval County, Florida, hereinafter referred to as "Declarant,"

WITNESSETH:

THAT, WHEREAS, the said "Declarant" is the owner of Majestic Oaks Subdivision, a
 Subdivision located in Glynn County, Georgia, as shown upon a final plat of survey for the
 Majestic Oaks Subdivision, Phase I, made by D. Lavone Herrin, dated September 28, 2005
 recorded in the Office of the Clerk of Glynn County Superior Court in Plat Cabinet 2, Map
 Number 125;

WHEREAS, it is for the interest, benefit and advantage of the Declarant and the future
 owner(s) of each lot hereafter purchased and lying in said subdivision that certain protective
 covenants governing and regulating the use and occupancy of the same be established, set forth
 and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the promises and of the benefits to be
 derived by the Declarant, and each owner or owners of said subdivision, the following protective
 covenants are hereby established and promulgated and shall apply to all of said lots and to any
 owners of property located in said subdivision, these protective covenants shall become effective
 immediately upon the sale thereof by the Declarant and shall run with the land and shall be
 binding on all persons claiming under or through the Declarant.

1.

GENERAL APPLICABILITY OF DECLARATION

This Declaration shall apply to all lots, areas, streets and easements shown upon said plat and shall apply to any future addition to or extension of said Subdivision by proper amendment to this Declaration, if such addition or extension shall be made by the Declarant, its successors and/or assigns. Under no circumstances shall this Declaration be deemed or construed to apply to any other adjacent portions of property that are and shall remain the separate property of the Declarant, unless and until this declaration is amended with the consent of Declarant. The imposition of these restrictions shall in no way be construed as a representation that the Subdivision may be expanded or additional subdivisions or extensions thereto be made. Each of the restrictions, covenants, limitations, conditions, reservations, and easements made and set forth herein shall apply as if this Declaration were set forth in its entirety in each deed from the Declarant to any person, firm or corporation conveying or affecting any of said lots, areas or streets and by the acceptance of any deed to said property, any purchaser or grantee agrees and binds itself to make all deeds of land in said Subdivision and all contracts of sale or contracts for deeds conveying land in said Subdivision, subject to said Declaration. All rights, obligations and terms provided in the Georgia Property Owners Association Act shall be deemed to be incorporated, except as allowed in conflict with this Declaration.

II

RESERVATION BY DECLARANT TO AMEND AND EXTEND RESTRICTIONS

1. The Declarant reserves the exclusive and unilateral right to amend or add to the restrictions, conditions, and limitations to be incorporated into deeds or contracts for deeds for any and all lots in said Subdivision; provided that any such amendment shall be in conformity with the general purpose of the Declaration and restrictions, conditions and limitations herein contained. The recording of an amendment or supplementary declaration shall be notice to all lot owners in the Subdivision or to any addition, extension or enlargement thereof to this Declaration.

2. The Declarant reserves for its self, its successors and/or assigns, the right to extend said subdivision or make future additions to said Subdivision to any adjacent or contiguous property now owned or hereafter acquired by the Declarant, its successors and/or assigns and to alter any unsold lot as shown upon the plat or any portion thereof.

3. The rights and privileges reserved and set forth herein shall inure to the benefit of the Declarant and to the respective successors and assigns of the Declarant.

4. The Declarant, for itself and for its successors and assigns, makes no representation or warranty as to the operation, management or use by any purchaser of any lot in said Subdivision or to any future use of any other portion of the property of the Declarant.

5. The Declarant shall not be bound or obligated to enforce any provision of these covenants, but the right to enforce any violation of these covenants shall vest jointly and/or separately with each owner of a lot or lots subject to these covenants.

6. The Declarant makes no representation as to the future use, ownership or operation of any of the surrounding or adjacent properties or as to any facilities or amenities with respect to the property.

III

ARCHITECTURAL CONTROL

1. The Declarant or its designated agent shall exercise all of the duties of the Architectural Review Committee, which shall have the architectural control in the subdivision. At any time and without notice to the property owners, the Declarant, in its sole discretion may delegate and/or relinquish all or part of the duties and responsibilities of architectural control, to whoever under such terms and conditions that the Declarant may elect. In that event the entity so designated by the Declarant shall be appointed by and serve, at the pleasure of the Declarant, which entity shall exercise such powers assigned to it for architectural control unless and until the appointment is otherwise revoked by the Declarant.

2. No Improvements or structure of any nature, including but not limited to, buildings, residences, fences, walls, driveways, sidewalks, parking areas, service courts, docks, pools, either

in ground or above ground, porches, covered or uncovered, screened or not and sun rooms or any other structure, collectively referred to as "improvements" shall be commenced, erected or maintained; nor shall any addition to or exterior change or alteration thereto be made until the plans and specifications are approved by the Architectural Review Committee. All plans and specifications showing the nature, kind, shape, height, elevation, material, exterior color scheme, location, square footage and grading, have been submitted to and approved by the Architectural Review Committee and a copy of the plans and building specifications lodged permanently with the Architectural Review Committee. Upon submission of the complete plans as herein specified the Declarant shall have thirty (30) days to approve or disapprove any such building plans, and specifications, and may in its absolute discretion, reject any or all the plans which are not suitable or desirable for any reason, including purely aesthetic reasons. If plans are not approved within thirty (30) days of submission, it shall be presumed that the plans have been disapproved. In approving or passing upon such plans and specifications, the Architectural Review Committee shall have the absolute and discretionary right to take into consideration the suitability of the proposed improvement(s), the materials from which they shall be constructed, the lot upon which they are proposed to be constructed, the harmony thereof with the surrounding properties and the effect of the improvement(s) upon the surrounding properties as planned, taking into consideration the outlook from the adjacent or neighboring properties. Depending upon the improvement(s), the specific submittal requirements for the proposed improvement(s) i.e.. building plans and specifications for the improvement(s), are to be determined by the Architectural Review Committee and may consist of descriptions of materials, material and color samples, section details, floor plans of all floors, elevation drawings, roof plans, etc. and a plot plan showing the location and orientation of the proposed improvement(s) on the lot, with all setbacks and easements shown and shall also show the location of driveways, walkways, sidewalks, service courts, parking, etc.. The Architectural Review Committee reserves the absolute right to establish and enforce the general development criteria for the approval of construction of improvements on the property which is subject to these restrictions, said right to

include general or specific requirements concerning the location of any structure upon the lot, nature, kind, shape, height, width, materials, color schemes, as well as the architectural and structural requirements thereof.

3. The Declarant and/or Architectural Review Committee may issue variances from any building covenant, covering the construction or alteration of improvements on the property; provided such improvements substantially comply with the provisions hereof and provided the Architectural Review Committee acts in accordance with adopted and published guidelines and procedures.

4. Because the Declarant has incurred, and will continue to incur, substantial development and start-up costs for the subdivision, the failure of the property owner to construct the improvements in accordance with the approval letter from the Architectural Review Committee, together with any and all conditions and/or requirements contained therein shall subject the property owner to any and all damages, including injunctive relief, the Declarant may suffer from the failure of the property owner to construct the improvements as approved. Notwithstanding the approval of the proposed improvements by the Architectural Review Committee the lot owner shall have all the responsibility to ensure the improvements are in full compliance with these covenants and the Glynn County Building and Zoning codes.

IV

OWNERS ASSOCIATION

1. **MEMBERSHIP.** Every person or entity who is the record owner of a fee or an undivided interest in any lot in said Subdivision shall automatically be, and shall be required to become, a member of the Majestic Oaks Homeowners Association, Inc., "Association", a non-profit Georgia Corporation organized and operated for the benefit of owners of real property in the Majestic Oaks subdivision. Membership in the Association is subject to the terms and conditions of the Articles of Incorporation of the Association (which are of record in the Office of the Secretary of State of the State of Georgia) and the By-Laws, to which reference is hereby made for all purposes. No owner shall have more than one (1) membership per lot. Membership

shall be appurtenant to and may not be separated from the fee ownership of any lot, which is subject to assessment, by the Association. Ownership of such lot is and shall be the sole qualification for membership in the Association.

2. VOTING RIGHTS. There shall be one vote per lot in the Association. There shall, however, because Declarant has incurred, and will continue to incur, substantial development and startup cost, be special voting rights allowed which will permit Declarant to control the voting membership in the Association until Declarant can be assured of completion of its development plans. Until Declarant has sold 100% of the lots of Majestic Oaks Subdivision, or any additional phases which Declarant brings under these covenants by proper amendment, Declarant shall have the same number of votes as held by all of the members of the Association collectively, plus one. This special voting membership shall cease after 100% of all the lots subject to this covenant have been sold. Upon the sale of 100% of the lots subject to this covenant, Declarant shall cease to have any voting membership in the Association.

3. TRANSFER OF MEMBERSHIP. Transfer of membership held by any owner of any lot or parcel shall be accomplished upon transfer of the ownership of the lot to another party.

4. PERSONAL OBLIGATION AND LIEN RIGHTS. All sums lawfully assessed by the association against any lot owner whether for the share of the common expenses pertaining to that lot, fines or otherwise, and all reasonable charges made to any lot owner or lot for materials furnished or services rendered by the Association at the owners request to or on behalf of the lot owner or lot, shall from the time the sums become due and payable, be the personal obligation of the lot owner and constitute a lien in favor of the Association on the lot.

5. ASSOCIATIONS RIGHTS AND DUTIES. The Association shall have the following rights and duties:

a. The right of the Association to establish uniform rules and regulations pertaining to the use and care of the common area(s), common fences and subdivision entry features, not inconsistent with the restrictions herein contained.

b. The right of the Association to levy and assess fees and assessments against each lot, and to impose and foreclose liens to enforce payment, including special assessments against certain lots, but not all lots.

c. The right of the Association to care for and repair as needed the common fence that adjoins any individual lot and assess the lot the cost of the maintenance and/or repair of the common fence.

d. The right of the Association to levy annual assessments for improvements, maintenance and operation and repair of storm water management system (including, but not limited to, work within retention areas, drainage structures and drainage easements), the maintenance and operation of the fire protection system.

e. The right to levy special assessments for the purpose of construction, repair or replacement of improvements upon common property, provided any assessment shall have the consent of 50% of the votes of the Association, plus one (1) vote, other than the vote of the Developer, which shall not be counted in the vote on improvements provided in this paragraph.

f. The right to levy assessments against any specific lot and the owner thereof, by a majority vote of the Board of Directors of the Association, for maintenance, repair, restoration, construction or reconstruction of capital improvements serving that specific lot, including any special services to that lot and any costs or expenses of collecting the assessment.

g. The right of the Association to suspend the voting rights and/or use of the common area(s) of any member for any period during which any assessment shall remain unpaid or delinquent.

h. The right of the Association to impose and assess fines to enforce compliance with the rules and regulations of the Association. The amount of the fine shall be set by resolution of the board of directors of the Association, with the approval of the Declarant, so long as the Declarant has its special voting privileges.

i. The Association shall have the power, with the approval of the Declarant, so long as the Declarant has its special voting privileges to grant easements, leases, and licenses through or

over the common area(s), to accept easements, leases, and licenses benefitting the development or any portion thereof, and to acquire or lease property in the name of the Association. Property so acquired by the Association upon the recording of the deed thereto or other instrument granting the same and designating property as common area shall, for all purposes including without limitation taxation, be a part of the common area. The Association shall also have the power to acquire, lease, and own in its own name property of any nature, real, personal, or mixed, tangible or intangible; to borrow money; and to pledge, mortgage, or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers. Any third party dealing with the Association shall be entitled to rely in good faith upon a certified resolution of the board of directors of the Association authorizing any such act or transaction as conclusive evidence of the authority and power of the Association so to act and of full compliance with all restraints, conditions, and limitations, if any, upon the exercise of such authority and power.

j. The Association shall: (1) maintain detailed minutes of all meetings of the members of the Association and of the board of directors; (2) maintain detailed and accurate financial records, including itemized records of all receipts and expenditures; and (3) maintain any books and records as may be required by law or be necessary to reflect accurately the affairs and activities of the Association.

k. The Association may assess a late fee or delinquency charge of the ten percent (10%) or ten dollars (\$10.00), which ever is greater, of the amount of each assessment or installment not paid when due; assess interest at the annual rate of twelve percent (12%) per annum on each assessment or installment and any delinquency charge or late fee not paid, from the date the same first became due and payable; and assess the costs of collection, including court costs and reasonable attorney's fees actually incurred in the collection of any assessment and/or fine.

6. The right to enforce the rules and regulations by an action at law or in equity: provided; that the giving of such right to the Association shall in no way limit or suspend the rights of the

Declarant or any other individual to enforce compliance by law or in equity of the rules and regulations.

7. The Association and all members thereof shall operate and be governed by the Articles of Incorporation of the Association and by the By-Laws of the Association, as the same may be amended from time to time.

8. The Association shall determine the annual assessment dues from each lot owner and give notice by regular mail of the assessment not later than April 1 of each year, and all assessments shall be due and payable not later than May 1 immediately thereafter. Provided, however, by a vote of a majority of the members of the Association, those dates may be altered and changed.

V

IMPROVEMENTS

1. **LAND USE AND BUILDING TYPE.** Except for approved community recreational facilities, cable plant facilities, community irrigation water facilities, utility stations, sales office and display models by the Declarant, its agents or assigns, no lots shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling.

2. **DWELLING QUALITY, SIZE AND DESIGN.** All dwellings shall be of quality workmanship and materials. The main structure shall be not less than one thousand five hundred sixty (1560) square feet, including garage and covered porches, with a minimum of one thousand two hundred (1200) square feet of heated and air-conditioned space. The garage shall be a minimum of 360 square feet capable of housing a minimum of two vehicles. The primary roof pitch of the main structure shall not be less than 5/12.

3. **BUILDING LOCATION.** No building or structure, other than docks, near grade decks, patios, terraces, etc., approved by the Declarant shall be located on any lot nearer than the following setback requirements:

FRONT	20 feet
SIDE	7 feet
REAR	7 feet
SIDE STREET	10 feet
REAR LAKE	20 feet

or encroach upon any easement.

Setback requirements shall be measured from and parallel to the property lines. The property lines are as shown on the recorded subdivision plat and are marked by property pins installed by the subdivision surveyor. If the property pin can not be located, it shall be the property owner's responsibility to have the pin located or reset by a Georgia Registered Land Surveyor.

4. GARAGE ENTRANCES and DRIVEWAYS. All driveways and walkways shall be paved with concrete or constructed of concrete pavers, unless otherwise approved in writing by the Declarant.

In order to achieve uniformity in the subdivision and an aesthetically pleasing perspective of homes the orientation of garages and driveway entrances on lots shall be determined by the Architectural Review Committee. The determination shall be made within 30 days of request, provided adequate preliminary design documents are provided.

The placement of garages and driveway entrances shall be determined on an individual lot basis using the lots centerline at the road. Upon, facing the lot, if the location is stated as right, it shall be to your right, if it is stated left, it shall be to your left.

5. EXTERIOR FINISHES. All exterior finish materials shall be of a high quality and durable material, such as decay resistant wood, vinyl, fiber cement, brick, tabby, stucco and the like. Pre-finished aluminum and/or vinyl material maybe used for the soffit and/or fascia. A minimum of twenty-five (25) year fiberglass, multi-tab, architectural shingle is required for the main dwelling and any structure attached to the main dwelling or such other upgraded roofing materials that may be approved by the Declarant.

6. MODULAR, INDUSTRIALIZED OR PREFABRICATED HOUSING. No modular, industrialized or prefabricated housing units may be used on the premises, unless approved in writing by the Declarant, its successors and/or assigns.

7. DETACHED BUILDINGS. No detached building shall be erected, constructed or placed upon any lot, until its construction plans and specifications showing proposed design, type of construction, materials and location have been submitted to and approved by the Architectural Review Committee. (See Article III, Architectural Control.) Further, the structure must have an approved exterior and be in architectural keeping with the main dwelling as to configuration and color scheme. The roof shall have a minimum of a 3/12 pitch, with at a minimum 3 tab shingles provided they are of a matching color to the main dwelling. No detached building shall be placed on the front portion of any lot or in the case of a corner lot on the side bordering the street, unless express written permission is granted by the Architectural Review Committee.

8. SCREEN PORCHES AND/OR SUN ROOMS. Screened in porches and/or sun rooms are subject to a separate approval by the Architectural Review Committee. This approval is subject to and conditioned upon, but not limited to, the approval of the constructor, size, design and materials to be used. The Architectural Review Committee shall consider the proportion to the main dwelling, the size of the improvement(s) and the perspective views from surrounding properties, and may in its absolute discretion, reject any or all the plans which are not suitable or desirable for any reason, including purely aesthetic reasons.

9. TRAFFIC HAZARDS. No fence, wall hedge, shrub, bush, tree or other thing, natural or artificial, shall be placed, maintained, or permitted to remain on any lot or area, if the location of such obstructs the vision of a motorist.

10. RESERVATIONS OF EASEMENTS. No title to land in any street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or the purchaser under any contract or purchase, unless expressly so provided in such deed or contract or purchase.

Easements for installation and maintenance of natural buffers, berms, landscaping, fencing, utilities and drainage facilities, together with access are reserved as noted or shown on the recorded plat. Additionally, the Declarant reserves a perpetual easement in, on, over, and under all streets, lanes, and easements (including all easements required by Glynn County) shown on said subdivision plat, and in, on, over and under a strip of land ten foot in width adjacent to all road rights of way and seven feet in width (unless otherwise indicated on the plat) along the side and rear property lines of each lot, with the full right of entry by them or their licensees for the purpose of establishing, constructing, and maintaining, sidewalks, any utility, with the right to erect and maintain conduits, and wires for telephones, electric power, street lights, cable television, and to lay, install, and maintain facilities for sewage, water, gas, storm drainage, drainage swales and other utilities, and general maintenance of all common areas therein.

This reservation shall not be construed as an obligation of the Developer to provide and maintain any such activity or service.

No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon any such easements, and said easements shall, at all times, be open and accessible to public or quasi-public utility corporation, and other persons erecting, constructing or servicing such utilities and Declarant, its successors and assigns all of whom shall have the right of ingress and egress thereto, and there from and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and rights-of-way are reserved, or may hereinafter be reserved.

11. DRAINAGE. Storm drainage in the subdivision is provided through a drainage system maintained by Glynn County. Therefore, it shall be the individual property owner responsibility to assure that their lot or lots are properly graded and/or filled in order to achieve positive drainage to curb side. As some lots adjoin lakes and green spaces it may be permissible to allow storm water run off to drain into these lakes and green spaces if erosion and flooding can be controlled, subject to governmental approval. Proper erosion and sedimentation control

practices shall be implemented by the individual property owner to protect these areas. Any damage caused by erosion to or of the adjacent lake banks or green areas due to drainage of an individual lot shall be repaired by the individual property owner within 30 days of notification by Declarant or government body. The Association and/or Declarant reserves the right to effect these repairs and assess the responsible property owner the cost of the repairs. This reservation shall not be construed as an obligation of the Association and/or Declarant to make such repairs. Drainage flow shall not be obstructed nor be diverted from drainage or utility easements. Unless noted otherwise on final plat, no fences or other structure shall be erected on any easements or buffers as set forth on the recorded subdivision plat.

12. **DOCKS.** No docks shall be permitted. The Association with the approval of the Declarant may construct a community dock.

VI

GENERAL LAND USE AND OTHER RESTRICTIONS

1. **NUISANCES.** No noxious or offensive activity shall be carried out or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2. **TEMPORARY STRUCTURES.** No structure of a temporary character, including but not limited to, trailers, tents, shacks, garages, barns or other outbuilding shall be used on any lot at any time for any purpose. The Declarant, its successors and/or assigns, shall be exempt from this section.

3. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than five (5) square feet advertising the property for sale and/or one professional sign of not more than five (5) square feet identifying the general contractor may be allowed during the construction period. The Declarant, its successors and/or assigns shall be exempt from this section.

4. ANIMALS, LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that up to three dogs and three cats or other household pets in reasonable number, may be kept provided that they are not kept, bred or maintained for any commercial purposes, nor shall they be bred for non-commercial purposes so as to become a nuisance. All pets must be leashed or in a fenced area when they are outside of a resident's home.

The Association may adopt other rules and regulations concerning dogs, cats or other household pets not inconsistent with this Declaration.

5. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash or other waste. All such waste shall be kept in sanitary, covered containers, which shall be maintained in a clean and sanitary condition, and which shall, unless required to be placed elsewhere on certain days for pickup, kept from the view of any street.

6. UTILITIES AND ANTENNAS. All utilities shall be placed underground. Each owner is required to connect to said utilities at his or her expense. No exterior pole, tower, antenna, satellite dish exceeding twenty-four inches (24") or other device shall be visible from any street. The location must be approved by Declarant.

7. MAILBOXES AND PROPERTY IDENTIFICATION MARKERS. Each property owner shall provide at the property owner's expense a standardized mailbox and post as specified by the Architectural Review Committee with appropriate property identification markers affixed, which shall be the only mailbox permitted on the property unless otherwise approved by the Architectural Review Committee. The property owner shall not place any additional lettering on the mailbox, except as required by the Postal Service or Glynn County Government.

8. VEHICLES. The immobilization of any vehicle for any reason, including, but not limited to repairing or overhauling, at a resident's site or on any street within Majestic Oaks

subdivision is hereby strictly prohibited. The parking of excessive amounts of vehicles, boats, campers, recreational vehicles, trucks and all trucks exceeding one ton is prohibited, unless approved by the Architectural Review Committee.

The Association may adopt other rules and regulations concerning the use of the vehicles not inconsistent with this Declaration.

9. BOATS, BOAT TRAILERS, CAMPERS AND RECREATIONAL VEHICLES.

Boats, Boat trailers, Campers or Recreation vehicles may not be stored on any lot, unless approved in writing by the Architectural Review Committee.

10. CLOTHESLINES. No clotheslines or other device for clothes-drying purpose shall be maintained on any lot, unless approved in writing by the Architectural Review Committee.

11. LANDSCAPE. All lots, upon completion of construction of residence and prior to move in, shall have properly graded yards, sodded front lawns and side lawns/yards of corner lots, seeded or sodded side and rear lawns and a minimum of 15 three (3) gallon plants or 36 one (1) gallon plants, or an equivalent combination of the two, along the front portion of the residence. All landscape designs shall be of a traditional design, consistent with surrounding properties. Ornamental novelties, irregular borders, fountains, etc. shall not be permitted unless approved by the Architecture Review Committee. All lawns and planting shall thereafter be mowed and/or maintained. The cutting or trimming of trees or plants in designated natural buffers or landscape areas as shown on plat of record shall be strictly prohibited unless express written consent is obtained by the Declarant.

12. SUBDIVISION LANDSCAPING. The Declarant and/or the Association may install landscaping, i.e. trees, shrubs, etc., at various locations throughout the subdivision, including the entrances, along some the rights of ways of the streets and common areas of the subdivision. Notwithstanding, that some of the subdivision landscaping may be located in the road right of way in the front of an individual lot, any and all maintenance of the subdivision landscaping shall be done by the Declarant and/or the Property Owners Association. No

property owner will be allowed to cut, trim, prune, remove or otherwise disturb this subdivision landscaping without the express written permission of the Declarant, so long as the Declarant maintains architectural control, thereafter without the express written permission of the Association.

13. MAINTENANCE OF PROPERTY. Each lot owner shall keep his or her respective lots and all improvements thereon in good appearance and repair, free of debris. All lawns shall be watered and mowed. All trees and shrubbery shall be pruned, except for lots left in their natural wooded state. Lawns shall be kept free of noxious insects, infectious and spreading weeds, all in a manner consistent with good property management. In the event the lot owner fails to comply with this provision, the Association, upon five (5) days written notice to Owner, shall have the right to enter upon said lot for the purpose of correcting the deficiency and shall be entitled to levy a special assessment against the Owner of said lot to cover the cost thereof.

14. COMMON FENCES/FENCES. The Declarant may erect a fence, "common fence", around the perimeter of the subdivision, which fence lies on or adjacent to and runs along the lot lines of individual lots. Upon the purchase of any lot in which a common fence is located, it shall become the sole responsibility of that lot owner to maintain that portion of the common fence in good repair.

All proposed fence materials, designs, specifications and plot plans showing location must be submitted to the Architectural Review Committee for approval. No fence shall be located on the front portions of any lot unless approved in writing by the Architectural Review Committee. All fences located within twenty (20) feet of the rear property line of any lot adjoining a lake shall not exceed four (4) feet in height. No fence shall exceed six (6) feet in height and must be of an approved material and design.

Structural framing of fences must be maintained toward the lot owner's property, the finished side of the fence shall face the adjoining lots and streets. All fences shall be erected in a professional workmanship type manner, (straight, level, plumb, etc.).

15. **BASKETBALL GOALS.** Basketball goals shall be of a high quality, pre-finished, construction and erected properly, (level, plumb, etc.). Goals shall not be placed within fifteen (15) feet of any street (edge of paving). Portable basketball goals will not be allowed in any of the paved street areas.

16. **MISCELLANEOUS.** Wood piles, dog houses, kennels etc. shall be in a screened area, approved by the Architectural Review Committee, or hidden from view from any adjacent street and shall be cleaned and properly maintained.

17. **DUAL FACING OF RESIDENCE.** Any residence building on a corner lot abutting two (2) streets shall be so designed and oriented on the lot as to present an attractive appearance from each street. (See Article III, improvements, subparagraph 4.)

18. **SUBDIVIDING OF PROPERTY.** No lot shall be sold or subdivided except as a whole for the purpose of building a complete residence and only one residence shall be constructed upon each lot. Two (2) lots may be combined into one lot or a lot may be divided between two (2) adjoining lots for the purpose of creating a larger lot but no more than one residence shall be built on any lot and portion of an adjoining lot that may have been divided or subdivided to create a larger lot.

19. **ACCESS FOR LOTS.** Notwithstanding that some lots may abut other public roads, no vehicular traffic or other access shall be allowed to the lot except through the streets and roadways of Majestic Oaks Subdivision.

20. **USE OF COMMON AREAS.** The common areas shall be accessed only through designated areas as set forth by the Association.

All wooded common areas shall be left in its natural state as green space; provided that the Association may underbrush the green spaces in accordance with accepted landscaping practice and in compliance with all Federal, State and Local governmental rules and regulations. The dumping or placing of foreign materials, trash, and/or landscape debris into these areas or the lakes is strictly prohibited.

The Association may adopt other rules and regulations concerning the use of the common areas not inconsistent with this Declaration.

21. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other articles or provisions which shall remain in full force and effect.

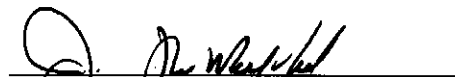
VII

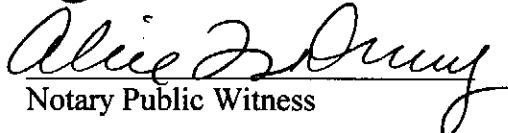
TERM OF COVENANTS

These covenants shall run with the land and shall be binding upon the Declarant and all persons or parties claiming by, through or under the Declarant for a period of twenty-five (25) years from the date that this Declaration shall be filed for record in the Office of the Clerk of Superior Court of Glynn County, Georgia Unless an instrument changing or eliminating these covenants, in whole or in part, is approved in accordance with relevant Georgia law, these covenants shall automatically renew for additional periods of 20 years at the expiration of every 20 year period.

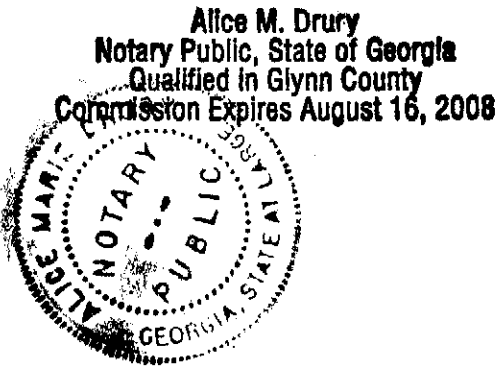
Witness our hand and seal on the date and year written above.

Signed, sealed and delivered
in the presence of:

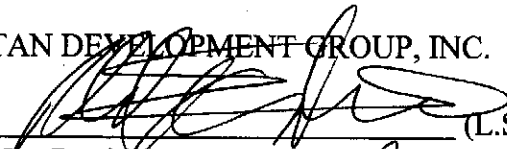

Unofficial witness

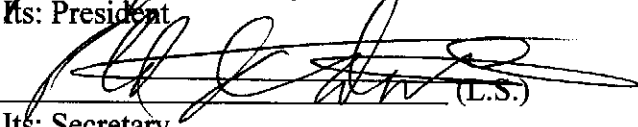

Notary Public Witness

(NOTARIAL SEAL)
Commission expires:

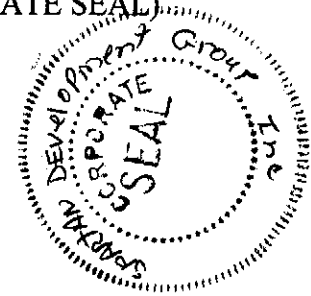


SPARTAN DEVELOPMENT GROUP, INC.

BY:  (L.S.)
Its: President

Attest:  (L.S.)
Its: Secretary

(CORPORATE SEAL)



COPY

BYLAWS
OF
MAJESTIC OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

1.1 Association: "Association shall mean and refer to Majestic Oaks Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia.

1.2 The Properties: The "Properties" or "Property" shall mean and refer to all such existing Properties and additions thereto as are subject to the Declaration or any Supplemental Declaration as described in the Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, and Privileges as recorded in Deed Book 1929, Page 207, in the office of the Clerk of Superior Court of Glynn County, Georgia, (the "Declaration") which is incorporated herein with all its definitions and terms), and as recorded on a plat of D. Lavone Herrin recorded in Plat Drawer 26, Map #53, Clerk's Office, Glynn Superior Court, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation, addition, merger or otherwise.

1.3 Common Properties: "Common Properties" and "Common Area" shall mean and refer to those areas of land shown on any recorded plat of the Properties and intended to be devoted to the common use and enjoyment of the owners of the Properties, including, but not limited to, open space recreation or park areas, streets, planting and landscaping areas, utilities, easement rights, structures and personal property incident thereto and further including any property conveyed by Developer or others and designated as Common Properties or dedicated or intended to be devoted to the common use and enjoyment of the owners of the property.

1.4 Address: The address of the registered office of the corporation shall be 504 Beachview Drive, Suite 3-D, St. Simons Island, GA 31522, and its registered agent at such address is J. Thomas Whelchel.

1.5 Owner: "Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether one (1) or more persons or entities. The term shall not include those having an interest merely as a security for the performance of an obligation.

1.6 Lot: "Lot" shall mean and refer to any plot of land shown upon any recorded plat map of The Properties with the exception of Common Properties as heretofore defined.

ARTICLE II

LOCATION

2.1 Membership: Every person or entity who is a record owner of a fee or undivided fee interest in any lot, which is subject by covenant of record to assessment by this corporation and/or directors, shall be a member of this corporation, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot.

2.2 Assessments: The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Paragraphs 4 and 5(a) - (h) of the Declaration of Restrictions, Conditions, Limitations, Reservations, Easements, Rights, Privileges to which The Properties are subject as recorded in the Office of the Clerk of Superior Court of Glynn County, Georgia in Deed Book 1929, Page 207, and subsequent pages, dated April 20, 2006, as the same now exists, or may hereafter be amended, which said provisions are incorporated herein and made a part hereof by reference thereto (the "Declaration").

2.3 Suspension: The membership rights of any person whose interest in The Properties is subject to assessment, whether or not he be personally obligated to pay such assessments, may be suspended by action of the directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the directors have adopted and published the rules and regulations governing the use of the Common Properties and facilities and the personal conduct of any person thereon, as provided in Article VIII, Paragraph 1 hereof, they may, in their discretion suspend the rights of any such person for violation of such rules and regulations not to exceed thirty (30) days.

ARTICLE III

VOTING RIGHTS

3.1 Voting Rights: The Association shall have two classes of voting membership which shall be as follows:

3.2 Class A: Class A members shall be all those Owners as defined in Section 2.1. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1 of this Article. When more than one person holds such interest or interest in any lot, all such persons shall be members and the votes for such lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

3.3 Class B: The Class B members shall be Developer, its successor or assign. The right of Developer to assign Class B membership must be incident to a total assignment of all rights,

power and privilege, liability and the obligation of Developer, which Developer retains at the time of assignment, and may not be assigned separately from such complete assignment. The Class B member shall be entitled to the same number of votes, as held by all the Class A members, plus one, PROVIDED, HOWEVER, the Class B membership shall cease to exist on the earlier of the following events: (a) Developer, its successor or assign, delivering a written termination of the Class B membership to the Association at any time; or (b) At 11:59 P.M. on _____. Upon such event of termination, the Class B membership shall terminate and no longer continue to exist unless by amendment to this Declaration.

ARTICLE IV

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

4.1 Rights: Each member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by deed of dedication and Article I of the Declaration of Restrictions applicable to The Properties.

4.2 Delegation: Any member may extend his rights of enjoyment in the Common Properties and facilities to any of his tenants who occupy any portion of the property. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Section 2.3 of these Bylaws to the same extent as those of the member.

ARTICLE V

ASSOCIATION PURPOSE AND POWERS

5.1 Purposes: The Association has been organized for the following purposes: To promote the health, safety and welfare of the residents within The Properties and for this purpose to: (a) own, acquire, build, operate and maintain common areas, recreation facilities, streets, parking areas, utilities, security structures, including buildings, structures, personal property incident thereto, hereinafter referred to as the "Common Properties;" (b) provide exterior maintenance for lots and improvements within the "Properties;" (c) provide garbage and trash collection; (d) to maintain unkept lands or trees; (e) to supplement municipal services and to provide or acquire utility services; (f) to fix, levy, collect and enforce assessments (or charges) to be levied against the property owners; (g) enforce all covenants, restrictions, and agreements applicable to the property; (h) to pay taxes, if any, on the "Common Properties" and facilities; (i) to grant licenses and other easements to governmental agencies and utility companies or other companies; (j) to provide a vehicle for owners to advance ideas, proposals, express opinions, and make recommendations concerning problems of the members; (k) to provide architectural control of the lots and structures constructed thereon; (l) to regulate traffic and other activities or matters; (m) enforce all the terms and provisions of the Declaration of Covenants and all amendments thereto; and (n) insofar as is permitted by law, to do any other thing, act or undertaking, as in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the Owners of the "Properties."

5.2 Addition: Addition to the property described in Article VII of the Articles of Incorporation may be made only in accordance with the provision of the recorded covenants and restrictions applicable to said Properties. Such additions, when properly made, under the applicable covenants, shall extend the jurisdiction, functions, duties and membership to the corporation to such properties and their owners. Additions shall be added by the same vote as required for mergers.

5.3 Mergers: Subject to the provisions of the recorded covenants and restrictions applicable to the Properties described in Section 1.2, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall be the assent of 75% of a quorum of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members thirty (30) days in advance and shall set forth the purpose of the meeting.

5.4 Dedication: The corporation shall have the power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

ARTICLE VI

BOARD OF DIRECTORS

6.1 Number: The affairs of the corporation shall be controlled, administered and managed by the Board of Directors (hereinafter referred to as "Directors") which shall be composed of not less than three (3) nor more than nine (9) Directors, who need not be members of the corporation. The initial Board of Directors shall consist of three (3) Directors who shall hold office until the election of their successors for the term of one (1) year. The number of directors shall be increased in accordance with the provisions for amending these Bylaws as hereinafter set forth.

6.2 Vacancies: Vacancies in the Board of Directors shall be filled by the remaining Directors, any such appointed Director to hold office until his successor is elected by the members, who make such election at the next annual meeting of the members, or any special meeting duly called for that purpose.

ARTICLE VII

ELECTION OF DIRECTORS

7.1 Method of Election: Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

7.2 Nominations: Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

7.3 Nominating Committee: The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

7.4 Method of Nomination: The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 7.5 and shall be made in advance of the time fixed in Section 7.5 for the mailing of such ballots to members.

7.5 Ballots: All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared by and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

7.6 Voting Method: Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each member shall be advised that, because of the verification procedures of Section 7.7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the following address, until changed in writing:

Christopher C. Dostie
9310 Old Kings Road South, Ste 1803
Jacksonville, FL 32257

7.7 Election Committee: Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

- (a) establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them; and
- (b) that the signature of the member or his proxy on the outside envelope is genuine; and
- (c) if the vote is by proxy that a proxy has been filed with the Secretary as provided herein, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and outside envelopes shall be destroyed.

ARTICLE VIII

POWERS AND DUTIES OF BOARD OF DIRECTORS

8.1 Powers: The Board of Directors shall have power:

- (a) To call special meeting of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided herein.
- (b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in this Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
- (c) To establish, levy and assess, and collect the assessments or charges referred to in the Declaration of Protective Covenants
- (d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the members and their guests thereon.
- (e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

- (f) To maintain the Book of Resolutions.
- (g) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said absence occurs, declare the office of said absent Director to be vacant.

8.2 Duties: It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided herein and as provided in the Declaration of Protective Covenants.
- (b) To supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed.
- (c) As more fully provided in Article VI of the Declaration of Restrictions applicable to the Properties:
 - 1. To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
 - 2. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and at the same time;
 - 3. To send written notice of each assessment to every owner subject thereto; and
 - 4. To maintain the Book of Resolutions.
- (d) To issue, or cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE IX

DIRECTORS' MEETINGS

9.1 Regular Meeting: The regular meeting of the Board of Directors shall be held on the second Monday in the month of March, provided that the Board of Directors may by resolution change the day and hour of holding such regular meeting.

9.2 Notice: Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday, and no notice thereof need be given.

9.3 Special Meeting: Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

9.4 Transaction of Business: The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present, and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

9.5 Quorum: The majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE X

OFFICERS

10.1 Officers: The officers shall be a president, a secretary and a treasurer. The directors may elect a vice president. The president shall be a member of the Board of Directors.

10.2 Appointment: The officers shall be chosen by majority vote of the directors.

10.3 Term: All officers shall hold office during the pleasure of the Board of Directors.

10.4 President: The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

10.5 Vice President: The vice president, if any, shall perform all the duties of the president in his absence.

10.6 Secretary: The secretary shall be ex-officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

10.7 Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a

budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or vice president.

10.8 Annual Audit: The treasurer shall keep proper books of account and cause an audit of the Association Books to be made upon the request of the Board of Directors.

10.9 Manager: The Board of Directors shall have the authority to employ a manager of the subdivision who shall be authorized to perform all or any part of the duties of the various officers. In the event a manager is employed and any or all of the duties of any officer are delegated to the manager, the officer whose duties have been delegated shall be relieved of performance of the delegated duties.

ARTICLE XI

COMMITTEES

11.1 Committees: The Standing Committees of the Association shall be:

The Nominations Committee
The Maintenance Committee
The Architectural Review Committee

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

11.2 Nominations Committee: The Nominations Committee shall have the duties and functions as described herein and in the Declaration of Protective Covenants.

11.3 Maintenance Committee: The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvements of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

11.4 Architectural Review Committee: The Architectural Review Committee shall have the duties and functions as described in Article III of the Declaration applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

11.5 Subcommittees: With the exception of the Nominations Committee and the Architectural Review Committee (but then only as to those functions that are governed by the Declaration of Covenants and Restrictions applicable to The Properties), each committee shall

have the power to appoint a subcommittee from among its members and may delegate to any such subcommittee any of its powers, duties and functions.

11.6 Duties: It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

ARTICLE XII

MEETINGS OF MEMBERS

12.1 Annual Meeting: The regular annual meeting of the members shall be held on the Second Monday of April in each year, at the hour of 5:15 p.m. If the day for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

12.2 Special Meetings: Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two or more members who have a right to vote one-fourth (1/4) of all the votes of the entire membership or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

12.3 Notice: Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve an election governed by these bylaws or by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

12.4 Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIII

PROXIES

13.1 Proxy: At all corporate meetings of members, each member may vote in person or by proxy.

14.2 Form and Expiration: All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

ARTICLE XIV

BOOKS AND PAPERS

14.1 Inspection: The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member or members.

ARTICLE XV

CORPORATE SEAL

15.1 Seal: The Association shall have a seal in circular form, having within its circumference the Words: "MAJESTIC OAKS HOMEOWNERS ASSOCIATION, INC. Corporation Seal, Georgia"; and shall be in the following form:

[Insert form here]

ARTICLE XVI

AMENDMENTS

16.1 Amendments: These Bylaws may be amended, at a regular or special meeting of the members, by a vote of majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further, that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such Covenants and Restrictions.

16.2 Conflict: In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

16.3 Indemnification and Compensation of Officers and Directors:

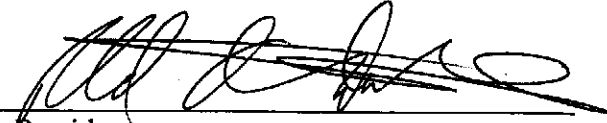
- (a) Indemnification: Each director and each Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by

reason of his being or having been a director or officer at the time such expenses were incurred. However, no indemnification shall be paid to a director or officer who is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

- (b) Compensation: No director or officer shall receive any fee or compensation for services performed by him unless such fee or compensation is first fixed by a resolution adopted by a majority vote of the unit owners.

ADOPTED as the Bylaws of Majestic Oaks Homeowners Associations, Inc. at the organizational meeting of the Board of Directors held on the 20 day of April, 2006.

MAJESTIC OAKS HOMEOWNERS ASSOCIATION, INC.

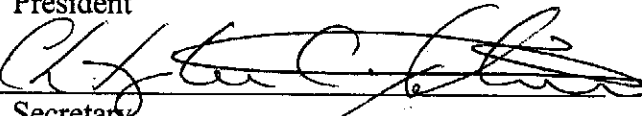
By: 
President

Attest: 
Secretary

RATIFIED as the Bylaws of Majestic Oaks Homeowners Association, Inc. at the first regular meeting of the members held on the 20 day of April, 2006.

MAJESTIC OAKS HOMEOWNERS ASSOCIATION, INC.

By: 
President

Attest: 
Secretary