

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 270th G.M.D., Camden County, Georgia, and being identified and described according to a plat of survey entitled, "Final Subdivision Plat of Middleton Plantation ~ Phase II, 270th G.M.D., Camden County, Georgia", filed October 5, 2005 prepared by Jackson Surveying, Inc., Philip Jackson, Georgia Registered Land Surveyor Number 2804, and recorded in Plat Drawer #19, Map numbers 22 through 31, in the office of the Clerk of Superior Court, Camden County, Georgia, as PARCELS

Reference is hereby made to the aforesaid plat of survey and to the record thereof for the purpose of more particularly describing the location, metes and bounds of the subject property and for all other purposes allowed by law.

PARCEL I.D.

MIDDLETON PLANTATION



PROPERTY INFORMATION STATEMENT

This Property Information Statement contains important information regarding estimated costs and responsibilities associated with future development of this property. It also contains important information regarding any restrictions imposed on the use of this property.

A. Utility Services:

1. **Electric Service:** Estimated costs of obtaining electric service: \$22.00 hook up fee. Installation will be performed by GA Power Company at no charge to the customer.
Provided by: GA Power Company, 800 Gloucester St., Brunswick, GA 31520 Phone: 888-660-5890
2. **Telephone Service:** Estimated costs of installation: \$42.50 connection charge.
Bell South DSL internet connection is available.
Provided by: BELL SOUTH, P.O. Box 105503, Atlanta, GA 30348
Phone: 888-626-9149 Website: www.bellsouth.com
3. **Trash Removal Service:** Estimated costs: \$62.50 deposit; \$35.25 quarterly bill.
Provided by: Camden County Board of Commissions - Curbside Disposal
P.O. Box 99, Woodbine, GA 31569, Phone: 912-510-6881
4. **Septic System:** Estimated cost of installation: \$1,800 and up
Soil evaluations were performed on every property. All lots may have an on-site, except for Lot # 44. The septic system for Lot # 44 will be placed on 44A. All piping is installed, the owner at the time of building will be required to install a septic tank and pump on-site and install the septic field on 44A.

Provided by: Brad's Construction - Contact: Brad Kitchen
3372 US Highway 82
Brunswick, GA 31523
(912) 267-1290
5. **Water Service: On-site community well.**
 - Costs of installation: \$1,050 hook-up. (To be paid at closing, may finance)
 - Estimated monthly costs: \$25 a month.
 - Owned and operated by Woodrow Sapp - Contact at 912-265-2603

B. Road Status and Maintenance:

The following information relates to various aspects of the road, which provides access to the property.

- The access roads to this property are year-round.
- The access roads are privately owned.
- The individual driveways must be made of a pervious material to promote drainage.
- Responsibility for future maintenance of the access roads will belong to the Home Owners Association.

C. Estimated Dock Costs: Approximately \$40.00 per square foot

Contact: Custom Dock Manufacturers, Inc., 205 Bliss St., Brunswick, GA 31520, Phone: 912-264-9357

WATERFRONT GROUP GEORGIA

3528 Darien Highway

Brunswick, GA 31525

(912)267-7676



Summary of Protective Covenants

- Land is to be used for residential and recreational purposes only.
- Dwellings shall be erected containing a minimum of 2,000 Square Feet of living (heated) area. Other Requirements:
 - No time limit to build
 - Homes must be of traditional southern styling
 - Home can be a maximum height of 40 feet.
 - Homes must be of earth tone colors with no exposed block foundations.
 - No vinyl, aluminum or vertical siding
 - A guest home is allowed, but must be at least 600 sq. ft.
 - No pre-fabricated, modular or mobile homes allowed.
 - A garage and an outbuilding are allowed.
- Dogs, cats and household pets are allowed, however no breeding or commercial use allowed. No farm animals allowed with the exception of horses on properties of three (3) acres or greater for recreational purposes.
- No further subdivision of lots allowed*.
- No commercial use of property.
- No camping allowed.
- No trash, garbage or other refuse shall be dumped, stored or accumulated on any property.
- A property owners association will be formed with annual dues of \$900.00. Dues will be used to maintain all common areas, upkeep of all subdivision roads and entrance.

*see covenants

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PARCEL I.D.

SEE SHEET 3

SEE SHEET 5

SEE SHEET 5

FINAL REVISION PLAN
MIDDLETON PLANTATION - PHASE II
27006 G.M.D., CAMDEN COUNTY, GEORGIA
FOR WILSON COUNTY RECORDS, 1977

SHEET 1 OF 10



SHEET INDEX

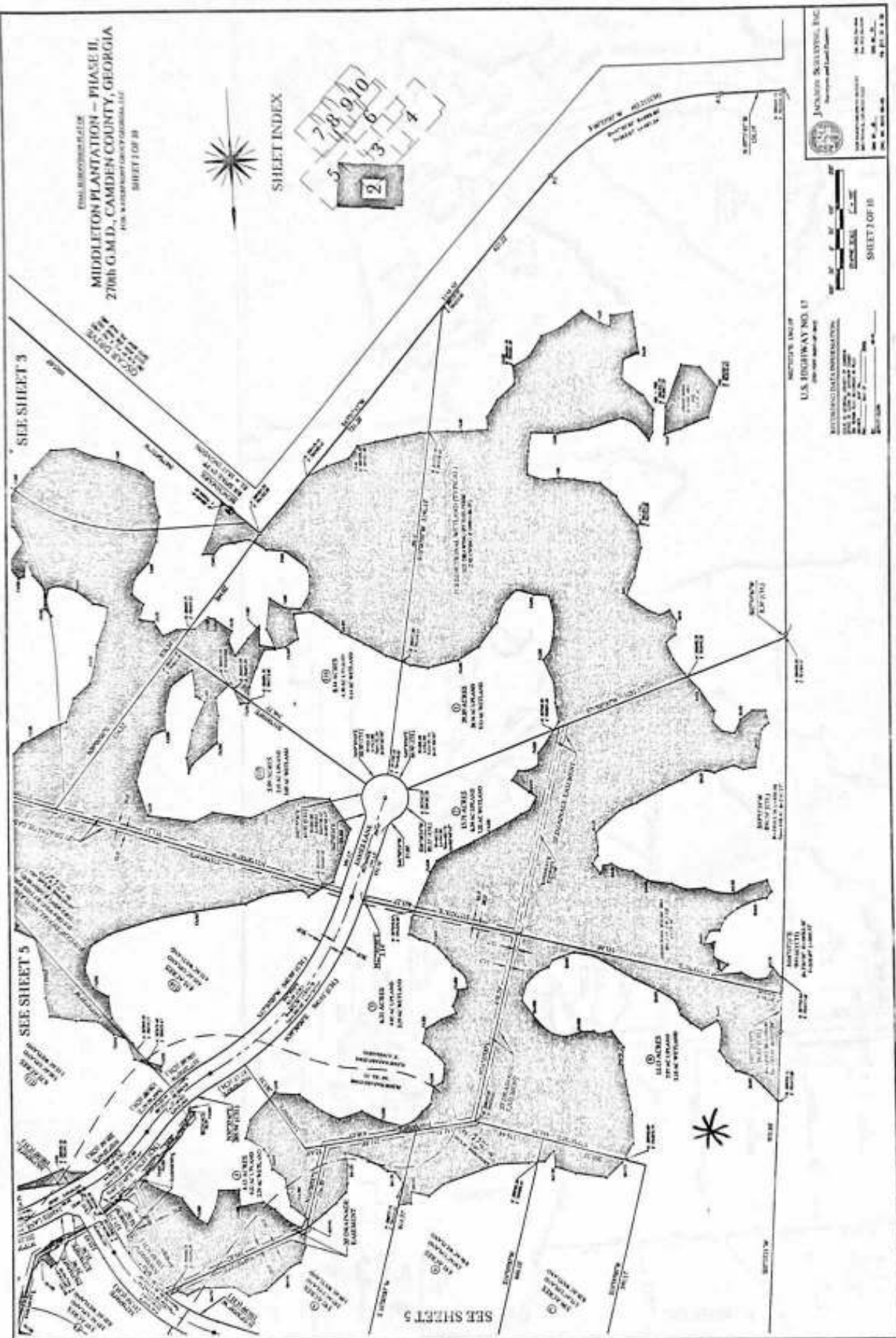


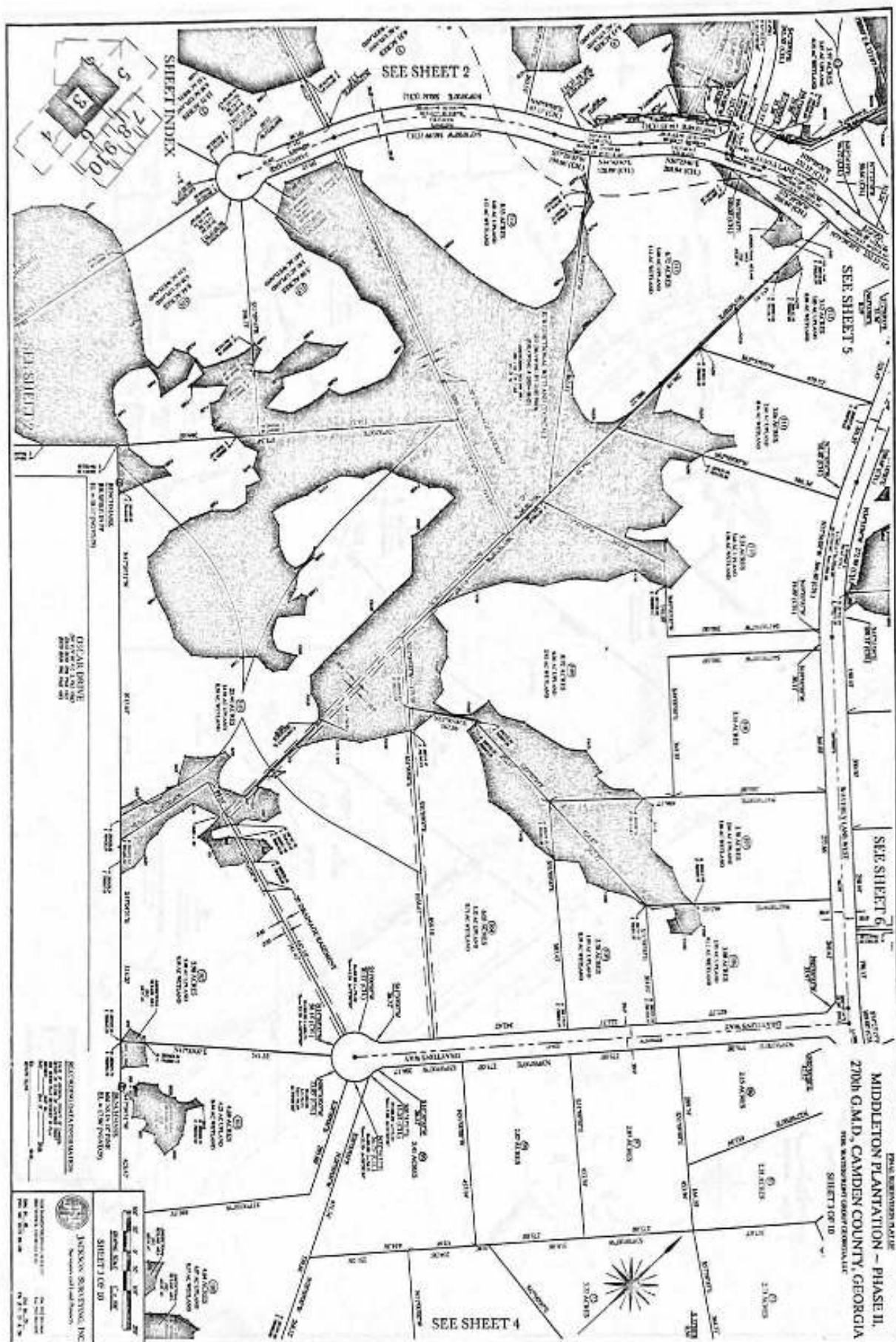
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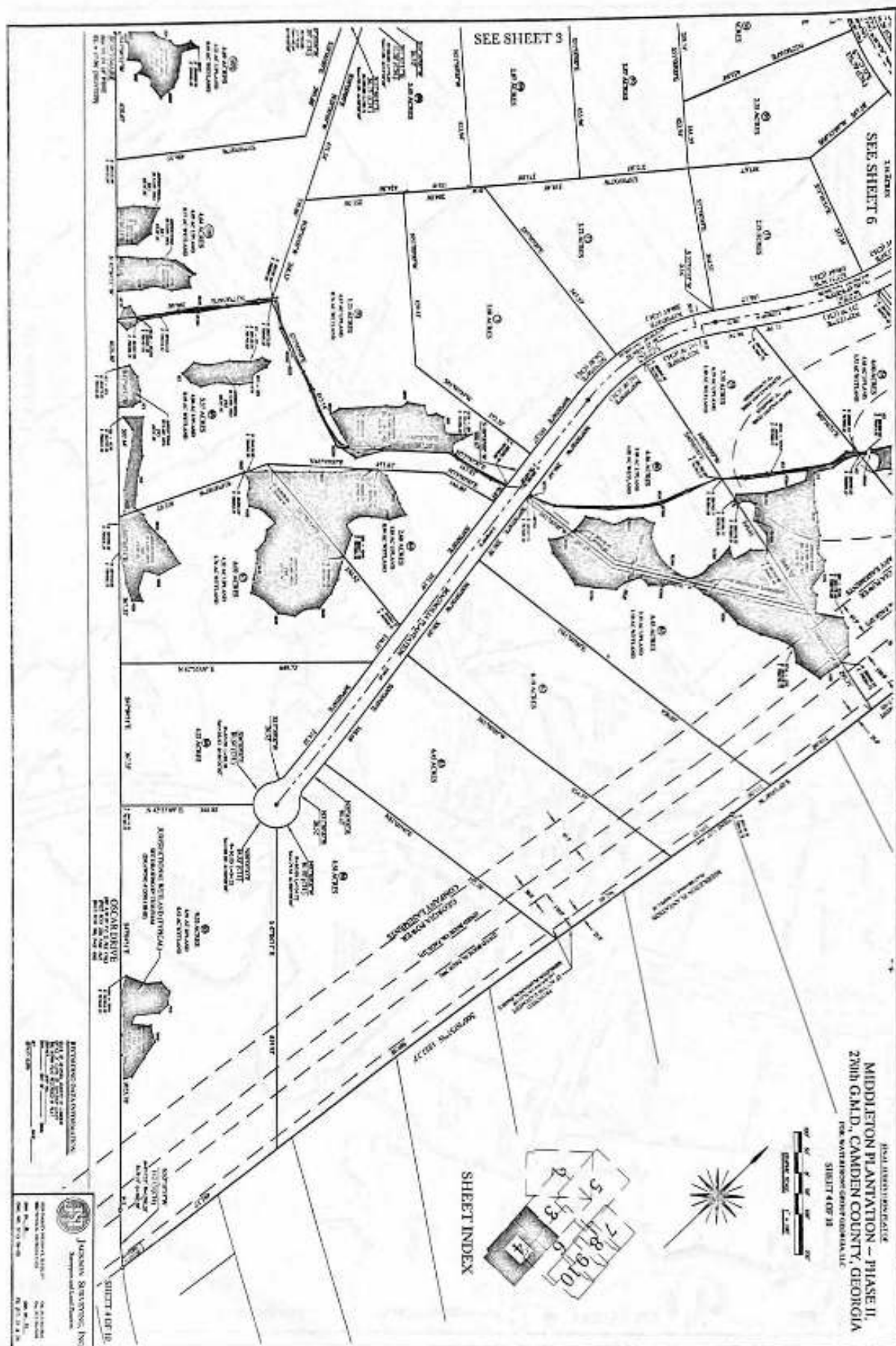
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DATE: 10/1/77
BY: J. B. JONES
FOR: J. B. JONES
SCALE: 1" = 100'

SCALE: 1" = 100'
SHEET 1 OF 10

JACKSON BUILDING, INC.
Surveyors and Land Owners
100 N. W. 10th Ave.
Fort Lauderdale, Fla. 33304
Tel. 366-1111

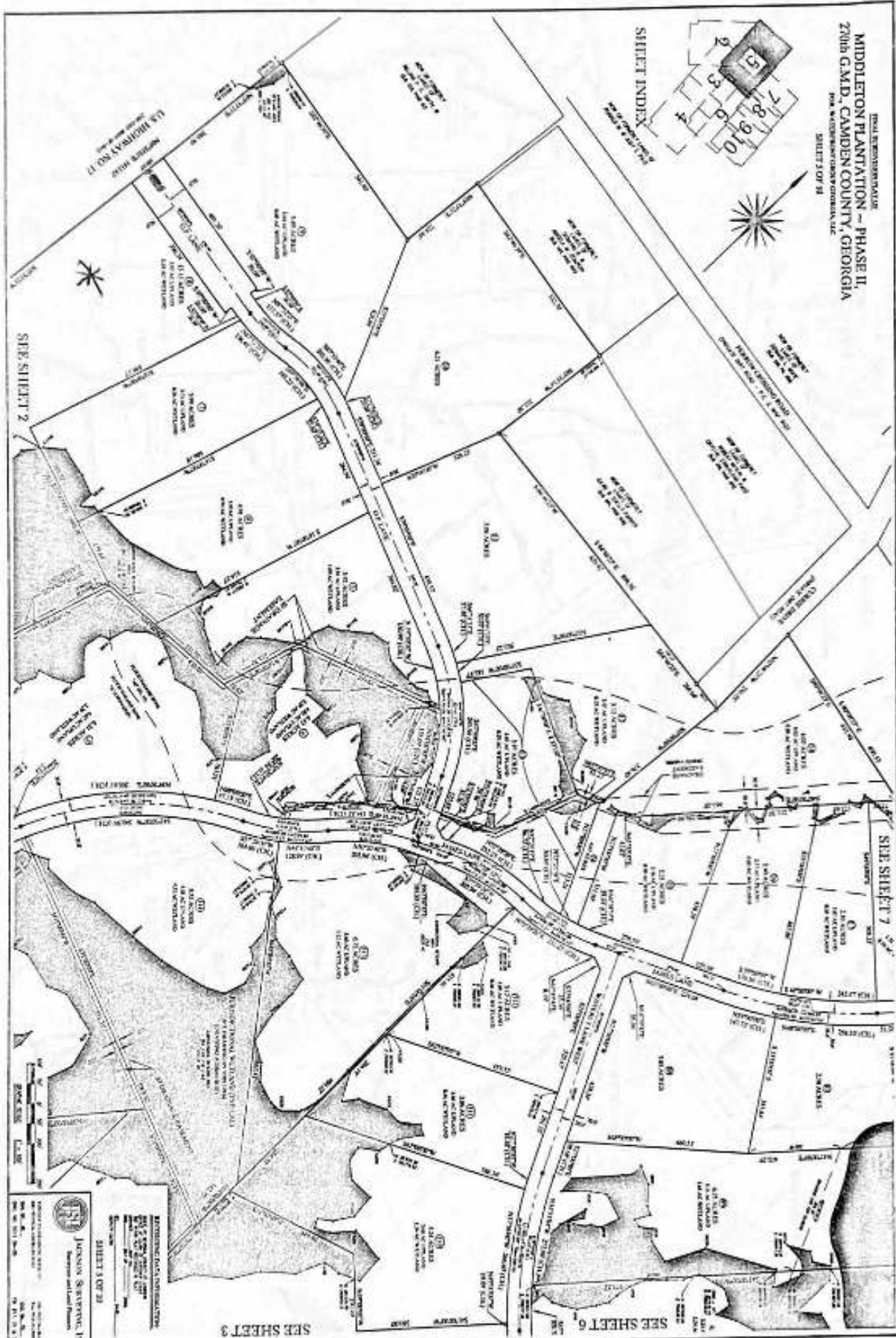






FINAL REDEMPTION NOTICE
MIDDLETON PLANTATION - PHASE II,
221th G.M.D., CAMDEN COUNTY, GEORGIA
FOR WATERBOROUGH CREDIT, LLC

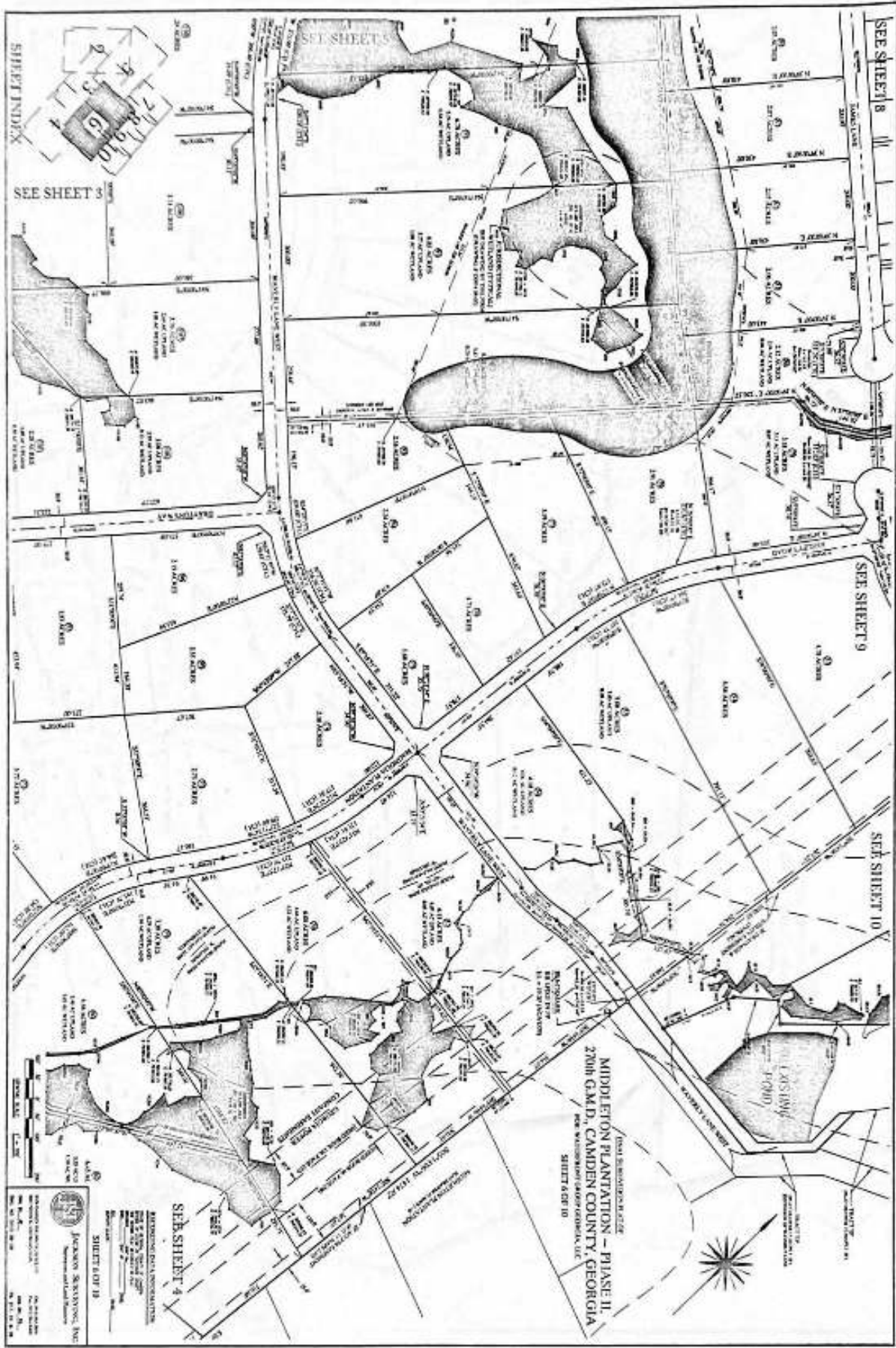
SULLIVAN 3071



ATTENDING CO. A. INVESTIGATOR
 NAME: _____
 RANK: _____
 DATE: _____
 TIME: _____
 SHEET 3 OF 31

JACKSON SERVICE, Inc.
 Insurance and Loss Prevention

JACKSON SERVICE, Inc.
 1000 N. 10th St.
 Jackson, MS 39201
 (601) 944-1111



SEE SHEET 3

SEE SHEET 4

SEE SHEET 11

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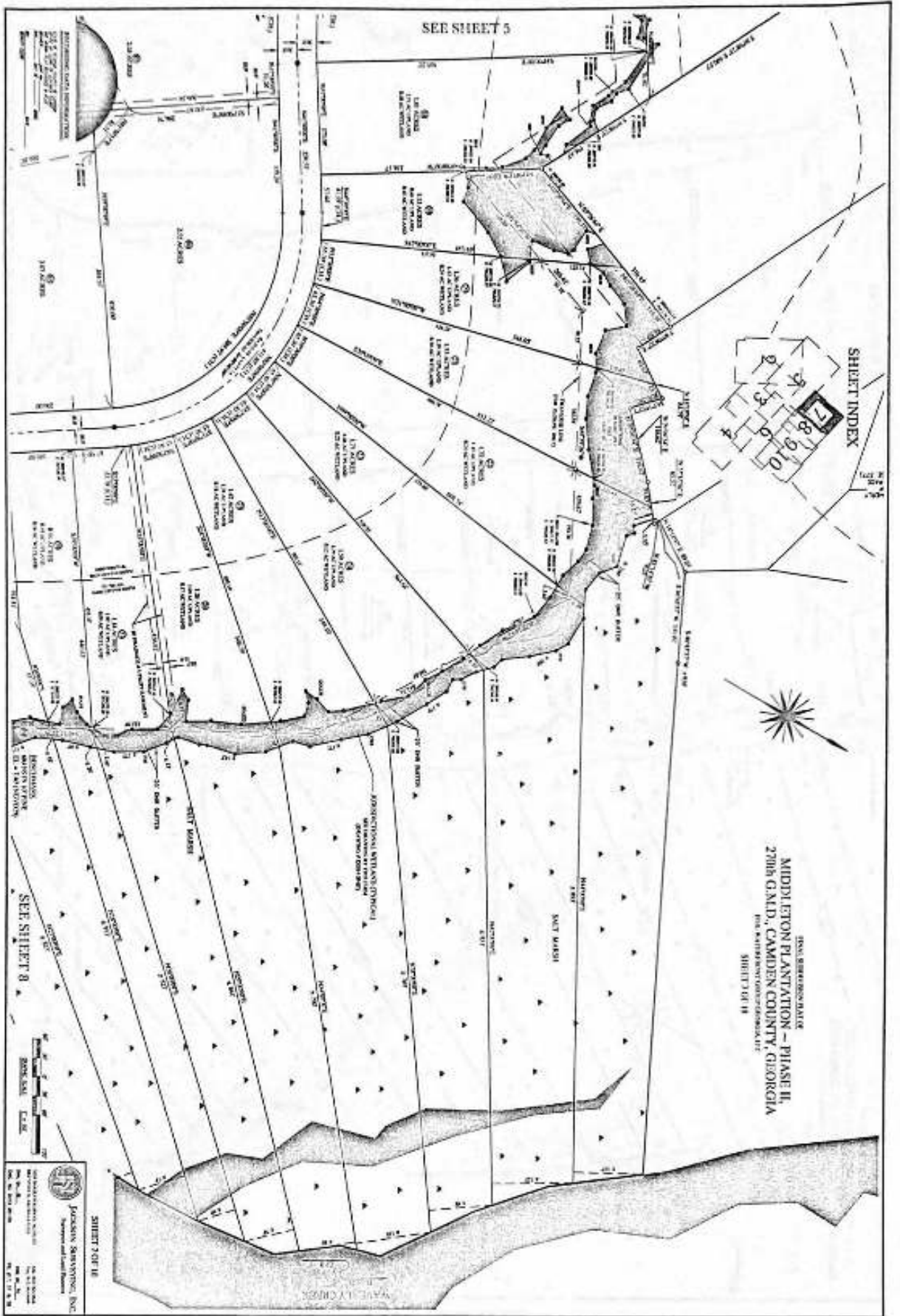
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MIDDLETON PLANTATION - PHASE II
2ND G.M.D., CAMDEN COUNTY, GEORGIA
SHEET 6 OF 10



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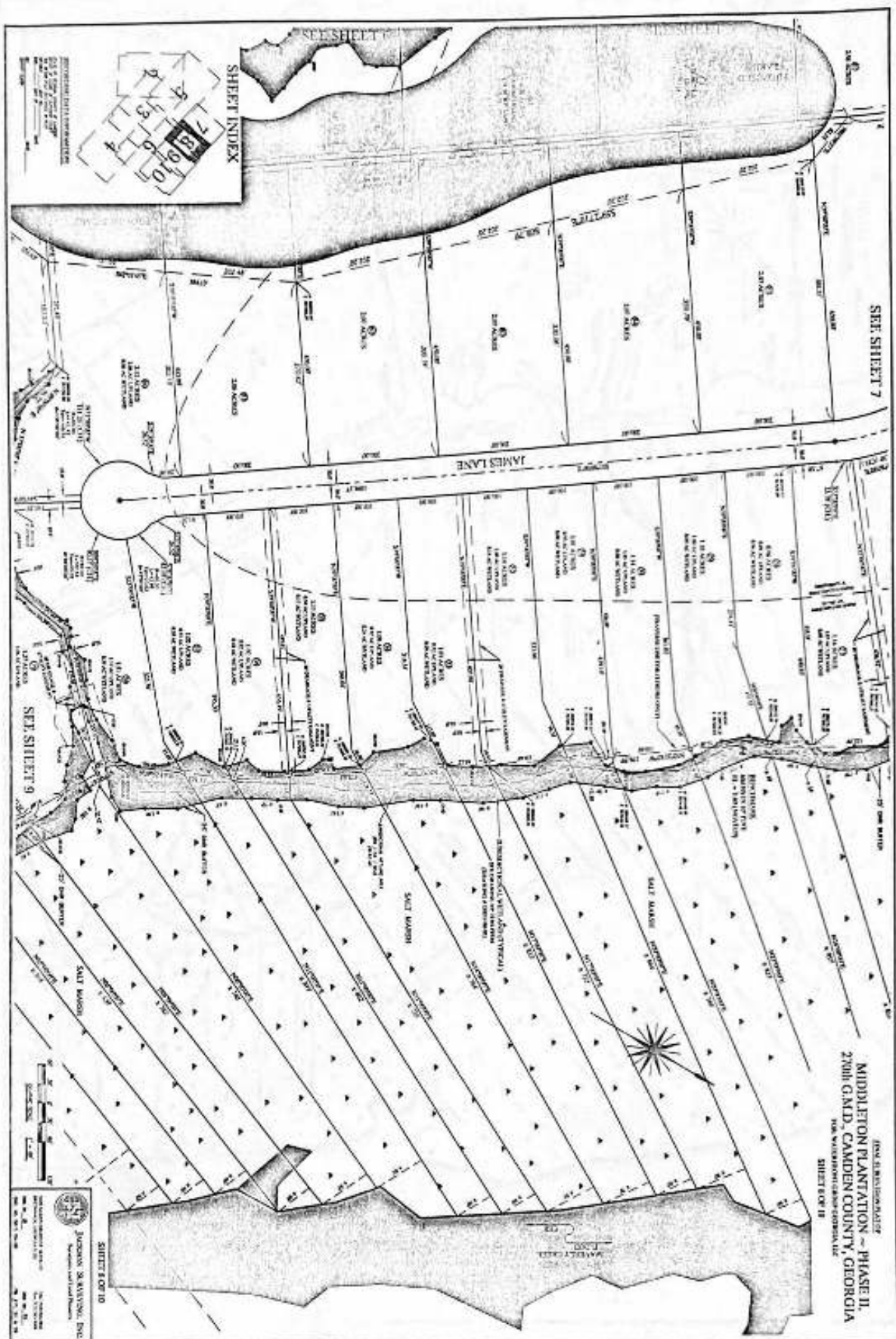
MIDDLETON PLANTATION - PHASE II,
27th G.A.L.D., CAMDEN COUNTY, GEORGIA
SHEET 14 OF 14

SEE SHEET 8

SEE SHEET 5

SHEET 14 OF 14

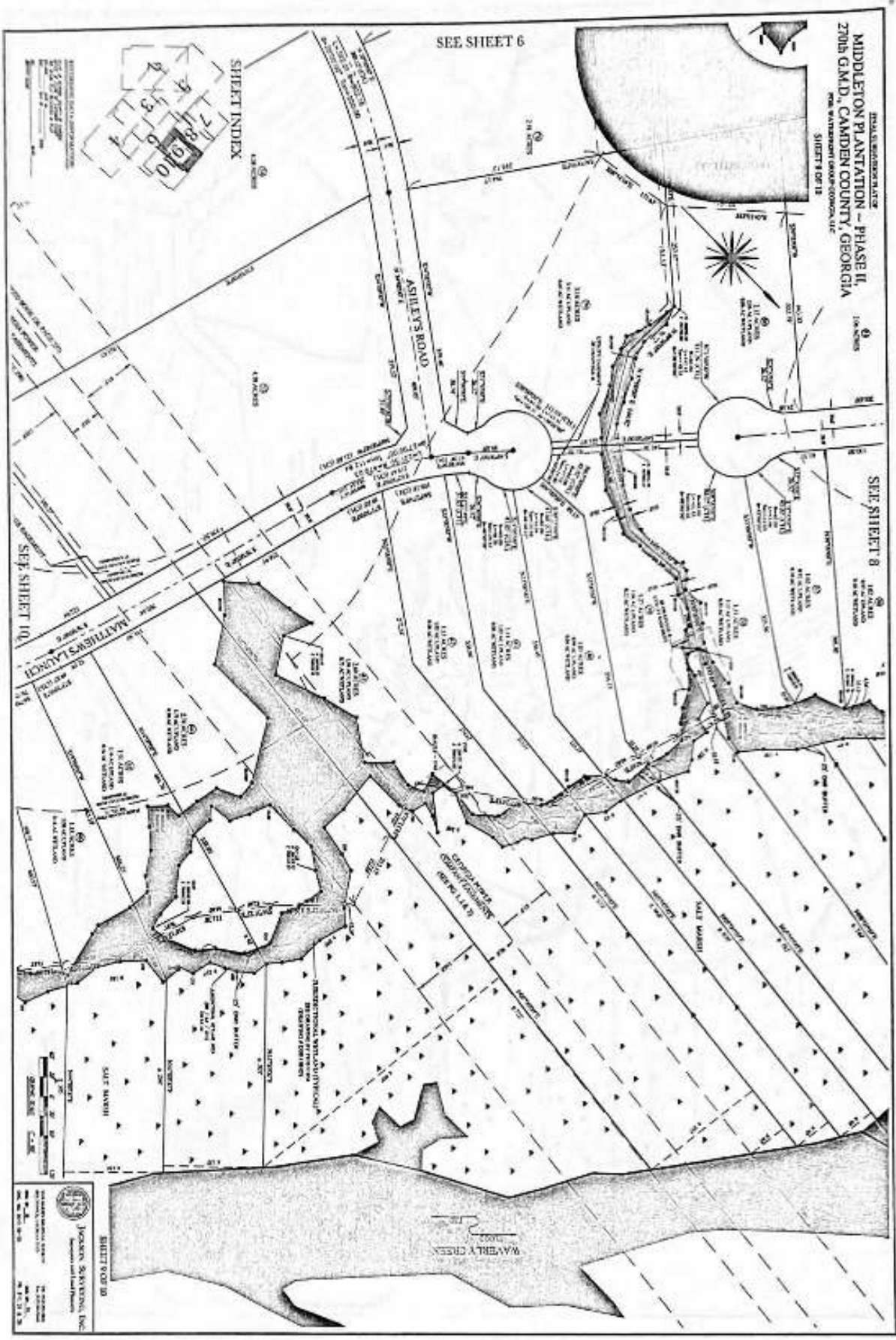
JACKSON SURVEYING, INC.
Surveyors and Land Planners
1000 N. 1st St., Suite 100
Camden, SC 29202
Tel: 803.733.1111
Fax: 803.733.1112
www.jacksonsurveying.com



PHASE II, MIDDLETON PLANTATION - 270th G.M.D., CAMDEN COUNTY, GEORGIA
 SHEET 8 OF 13

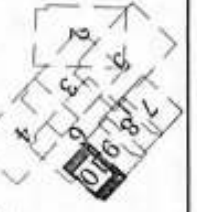
SEE SHEET 8

SEE SHEET 6



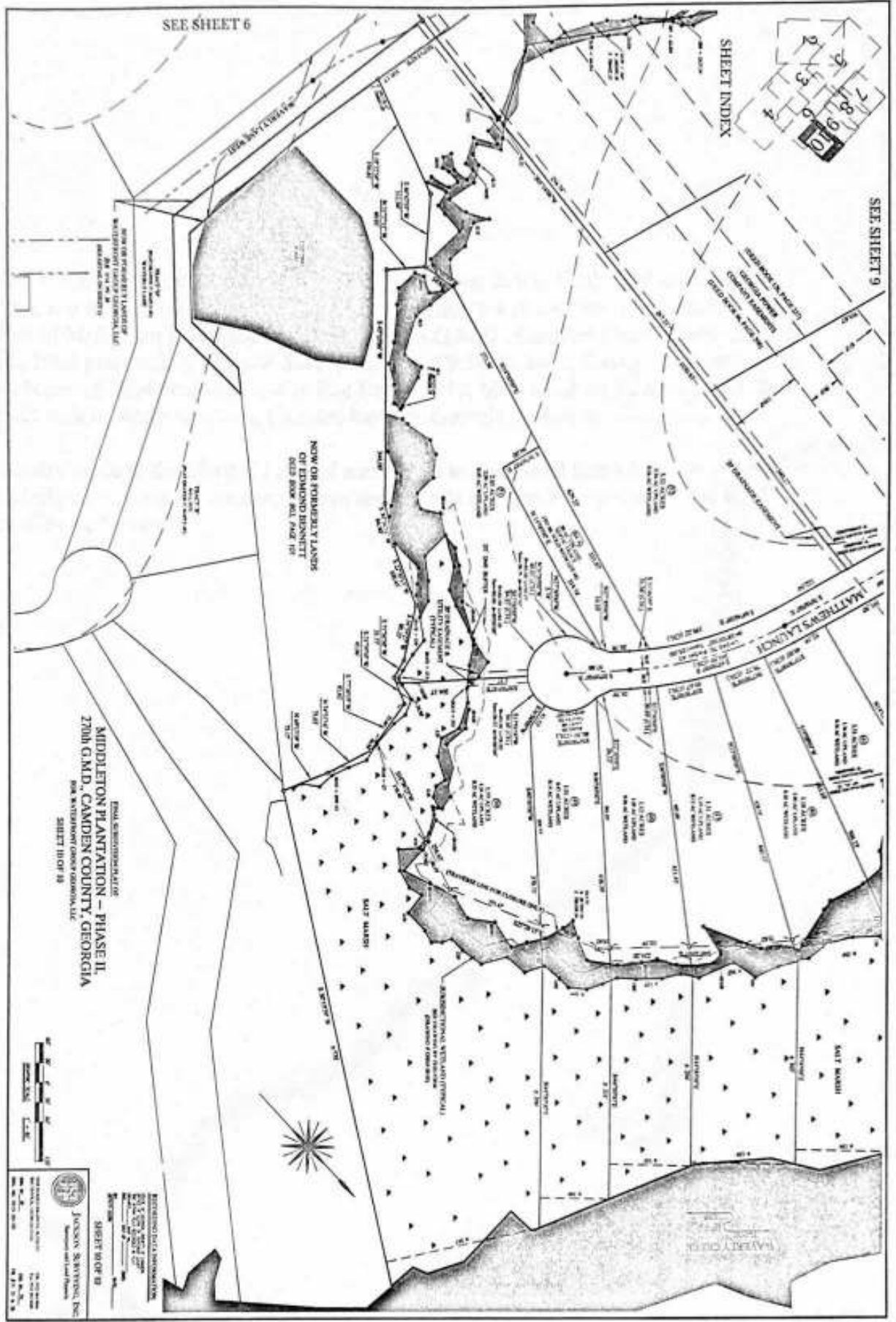
JACKSON SURVEYING, INC.
 270th G.M.D., CAMDEN COUNTY, GEORGIA
 SHEET 8 OF 13

SHEET INDEX



SEE SHEET 9

SEE SHEET 6



MIDDLETON PLANTATION - PHASE II,
2700 G.M.D., CAMDEN COUNTY, GEORGIA
FOR WATERBURY GROUP CORP., LLC
SHEET 10 OF 10



REGISTERED PROFESSIONAL
JACKSON SURVEYING, INC.
Surveyors and Land Planners
1000 N. 10th St., Suite 100
Camden, Georgia 30720
Phone: 706.385.1234
Fax: 706.385.1235
www.jacksonsurveying.com

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PARCEL I.D.

STATE OF GEORGIA

CAMDEN COUNTY

DECLARATION OF PROTECTIVE COVENANTS FOR MIDDLETON PLANTATION SUBDIVISION CREATED PURSUANT TO THE PLAT KNOWN AS MIDDLETON PLANTATION RECORDED IN MAP BOOK ___, PAGE ___ IN THE SUPERIOR COURT DEED RECORDS OF CAMDEN COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS the undersigned **WATERFRONT GROUP GEORGIA, LLC**, a Georgia Limited Liability Company (hereinafter referred to as "Developer") is the owner of those certain lots (the "Lots") located in Middleton Plantation (the "Subdivision"), a subdivision created as referenced hereinabove.

WHEREAS, the Developer desires to establish uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the Property, which will benefit all owners of Lots within the Property (the "Owners") and, to this end, desires to subject the Property to the conditions, limitations, and restrictions hereinafter set forth.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the following protective covenants, conditions, and limitations, all of which shall be construed as and deemed as covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title, or interest in the Property, as well as their heirs, successors, and assigns, to-wit:

ARTICLE I

**PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS, THERETO
DELETIONS THEREFROM**

1. Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Camden County, Georgia, and is described in the Plat of Middleton Plantation, as recorded in Map Book _____, in the Superior Court of Camden County, Georgia. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2 of this Article I hereof.

2. Additions to Property. Upon the approval in writing of the Association (as defined in Article IV below) the owner of any property who desires to subject it to this Declaration, or, for so long as the Developer still owns any Lots within the Property, the Developer,

may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Superior Court of Camden County, Georgia, and if the additional property is located in a county other than Camden County, the owner shall file a copy of this Declaration and the Supplementary Declaration in the Superior Court of the county in which the property is located. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association or the Developer shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

3. Withdrawals of Property. The Association or, for such time as the Developer owns any Lots within the Property, the Developer, may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joint consent of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as aforesaid shall be evidenced by filing a Supplementary Declaration setting forth the portions of the Property to be so withdrawn in the Superior Court of Camden County, Georgia, and if the property is located in a county other than Camden County, the Supplementary Declaration shall also be filed in the Superior Court of that county.

4. Platting and Subdivision of the Property. The Developer shall be entitled at any time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

5. Merger. The Association may merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

ARTICLE II

GENERAL

1. Exclusive Residential Use and Improvements.

A. All Lots in the Property shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.

B. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two and one-half stories, or 40 feet in height, and a private garage, and other out buildings incidental to and necessary for proper residential use of the Lot. Any out building will be in conformity to the standards set herein with regards to appearance, application to the Camden County Building Department, submission of plans, and all other provisions herein not including size limitations

No structure shall be erected unless the lot owner has provided a complete set of plans, as specified herein and as further specified by the County, to the Camden County Building Department for approval and has actually received approval from the County.

C. Notwithstanding anything to the contrary herein, the Developer or its assigns shall be permitted to construct and maintain on any two Lots a structure and related facilities designed and used as a construction field office and/or a sales office.

D. No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

E. No dwellings shall be erected containing less than two thousand (2,000) square feet of living (heated) area, exclusive of porches, garages, and basements. Mother-in law apartment/home is allowed but shall have a minimum size of 600 square feet of heated area, and shall be architecturally similar, on the exterior, to the main dwelling.

In the event that Camden County amends its maximum building site requirements, Camden County building site restrictions shall prevail over these covenants, provided that, Camden County building site requirements are greater than the minimum site requirements contained in these covenants.

F. BUILDING REQUIREMENTS:

F.1. ROOF PITCH. The front roof pitch on any residence shall not be less than 5 x 12.

F.2. DRIVEWAYS. All entrances to driveways must have a minimum of a 12" x 24' culvert pipe or concrete concave entrance.

F.3. PORCHES. All porches on the front and sides of any dwelling shall either be supported by the foundation of the structure or shall have brick/stone/stucco column supports which match the brick/stone/stucco used in the foundation of the structure.

F.4. FOUNDATIONS. All dwellings will have brick/stone/stucco on all four sides of the foundation, with no exposed, or split block.

F.5. STYLE. All homes are to be of traditional southern styling. The intent of this limitation is to create uniformity within the subdivision with the exterior appearance of buildings to be of Georgian type architecture and not unusual or unique.

F.6. CHIMNEYS. No cantilevered chimney chases shall be allowed on the front of any structure. All chimney chases on the front of the structure shall be supported by the foundation of the structure.

F.7. HVAC EQUIPMENT. Outside air-conditioning units may not be located in the front yard or any required side yard on corner lots.

F.8. WINDOWS. Wood frame, aluminum clad or painted aluminum windows will be used exclusively on the sides, front, and rear of the dwellings constructed.

F.9. CONCRETE BLOCKS. No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted or otherwise, shall show from the exterior of any building.

F.10. SIDING. No vertical siding shall be used on the construction of any dwelling. No vinyl or aluminum siding is to be used on exterior of buildings.

F.11. CONSTRUCTION OF IMPROVEMENTS. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

G. PLAN REQUIREMENTS: The plans shall include but not be limited to the following.

G.1. SITE PLANS. Plans must show house location as it relates to property line; setback lines

G.1.a. Drawn to a scale no less than 1"=20'0"

G.1.b. Plan to show all sidewalks, driveways, patio, decks, fencing (see section 4). Fences and hedges elevation of proposed finished floor and approximate existing grade.

G.2. FOUNDATION PLAN. Plans must show type and details of footing to be used.

G.2.a. To be at a scale no less than $\frac{1}{4}"=1'0"$

G.2.b. Foundation plan to show any and all changes in elevation of foundation, concrete slabs, etc. NOTE: Foundation not to be less than 9" above finish grade.

(g).2.c. NOTE: If house is to be built on a pile type, footing plans shall include stamped, sealed plans from a licensed structure Engineer, showing details of design.

G.3. FLOOR PLAN. Plans to show layout of home, all dimensions, changes in level or elevations of floor. Plans shall locate electrical panel box and all service areas. NOTE: No finished floors shall be below F.I.R.M. designated flood elevations.

G.3.a. Plans are to be drawn at a minimum scale of $\frac{1}{4}"=1'0"$

G.4. ELEVATIONS. Plans shall show all exterior elevations indicating the type and color of finish materials

G.4.a. Plans are to be drawn at a minimum scale of $\frac{1}{4}"=1'0"$

G.4.b. Elevation shall indicate finish floor elevation, approximately existing grade elevation and designated F.I.R.M. flood elevation.

G.5. BUILDING SECTIONS AND DETAILS. The drawings are to be as required by the complexity of the structure to clearly define needs of the structure. If required they are to be at a scale of no less than $\frac{1}{2}"=1'0"$

G.6. WALL SECTION. This plan shall clearly define the components of the structure. Plans shall include, but not be limited to materials used, size, height, roof pitch (see section (f).1. roof pitch), type and color of exterior finish materials, all hurricane anchor attachments and general construction design intent for each project.

G.6.a. Plan to be at a minimum scale of $1"=1'0"$

G.7. ELECTRICAL PLAN. Plan to show general electrical lighting and fixtures, meter location, A/C unit and or compressor, as well as any planned exterior lighting (see section (f).9. exterior lighting).

G.7.a. Electrical plan to be drawn at a minimum scale of $\frac{1}{4}''=1'0''$

H. All plans for construction must be stamped. All contractors must be licensed and insured.

2. Maintenance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

3. Landscaping. Upon the completion of a residence, all front yards will be landscaped with solid sod. The rear and side yards may be sprigged, seeded, or solid sod.

4. Fences and Hedges.

A. No fences shall extend nearer the street than the rear of the dwelling.

B. No shrubs or trees shall be planted on street corners that will impede view of signs, pedestrians or automobiles.

C. No chain link fence, wire, or metal fence of any kind may be constructed.

D. OFF-STREET PARKING.

The owner of each lot or lots, comprising a building site, shall provide an off-the-street parking area on his lot for his own vehicles and at least two additional vehicles.

5. Use Restrictions.

A. CUTTING OF LARGE TREES.

No living hardwood tree having a diameter greater than 14 inches measured six feet from the ground, may be cut on any of the lots in said subdivision without the written consent of the homeowner's association except such trees as shall be growing within ten (10) feet of the residence to be erected thereon.

B. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Except as allowed by zoning and then horses for recreational use only.

C. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

E. No water pipes, gas pipes, sewer pipes or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property, except for hoses, movable irrigation pipes and concrete drainage ditches.

F. No pre-fabricated, modular, or mobile homes are allowed.

G. No clotheslines of any kind will be permitted.

H. No further subdividing of existing lots.

I. All residences are to be of natural colors, which means earth tones and/or white.

6. Trash. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material, as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

7. Temporary Structures. Except as otherwise permitted in Article III, (1) (C), no structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governmental authorities where applicable.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet or signs used by a builder to advertise the property during the construction and sales period. No signs shall be nailed to trees. This provision shall not apply to the Developer or their assigns during the sales period. No "For Sale" signs are to be erected by any lot owner, except Developer, until Developer is 90% sold out.

9. Storage of Vehicles, Boats, Trailers etc. No disabled, dismantled, non-operating, wrecked or junk vehicles or boats will be stored on any Lot, including the storage area. No boats, travel trailers, tractor-trailer trucks, panel vans or other commercial trucks in

excess of a one-ton classification shall be parked or stored on any Lot; an area for long-term storage will be provided.

10. Radio Antennae. No radio antennae shall be permitted. No satellite dishes larger than 36" in diameter shall be permitted.

11. Enforcement. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned Developer or any persons owning any Lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

12. Protective Covenants running with the Land. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty (20) years from the date hereof at which time these covenants and restrictions shall be automatically renewed for successive periods of twenty (20) years, unless by a vote of the majority of the then owners of the lots, it is agreed to terminate or change same in whole or part. It shall be lawful for the Developer and Lot Owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate these covenants and restrictions. Failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein for past or future violations of these covenants and restrictions.

13. Alteration. These covenants and restrictions may be altered only with the consent of a majority vote of Lot Owners or, for so long as Developer owns any Lot or Lots, agreement of the Developer.

14. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the street address of the Lot owned by such Owner.

15. Severability. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nonetheless remain in full force and effect. Invalidity of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

16. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Georgia.

17. Captions. The captions and titles of the various Articles and Sanctions in this Declaration are for convenience of references only, and in no way define, limit or describe the scope or intent of this Declaration.

18. Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

19. Effective Date. This Declaration shall become effective upon its recordation in the office of the Superior Court of Camden County, Georgia.

ARTICLE IV

OWNER'S ASSOCIATION

1. Definitions.

(a) The Articles of Incorporation: The Articles of Incorporation of the Middleton Plantation Homeowners Association, Inc., a nonprofit corporation.

(b) The Association: The Middleton Plantation Homeowners Association, Inc., its successors and assigns.

(c) The By-Laws: The By-Laws of the Middleton Plantation Homeowners Association, Inc.

(d) Member: A person or other entity who is a record owner of any Lot.

(e) Member's Property: The real estate described as "the Property" in the recitals to this Declaration.

(f) Common Areas: Those portions of the Property which are of common use and benefit to all Owners and are not subject to annual and special assessments of the Association, such areas to include, without limitation, the entry way to the Property, all street lighting now or hereafter installed on the Property, any and all easements granted or to be granted for the common benefit of the Owners. Other areas as may be designated "Common Areas" by the Developer or the Association.

2. Entry Way. The Developer has constructed an entryway which is located at the entrance to the subdivision. The entry way cannot be altered or changed in any way. For the benefit of the Association, The Homeowner's Association reserves an easement on that portion of the Property upon which the entry way is constructed (as shown on the

subdivision plat filed with respect to the Property) in order to maintain the entry way. Said entryway, together with any streetlights which may hereafter be installed in the Property, constitute part of the Common Areas of the Property.

3. Operation of the Association. The voting rights of Members, the election of officers and directors, and all other aspects of operation of the Association, including but not limited to Developer's rights regarding the same, shall be subject to the terms and conditions of the Articles of Incorporation and By-Laws of the Association.

4. Lien For Dues and Assessments.

A. Each Lot Owner shall be a Member of the Association; provided, that if any Lot is owned by two or more persons, only one such Owner shall be entitled to vote on Association matters. The rights of membership in the Association are subject to the payment of annual assessments and charges. The obligation of such assessments and charges is imposed against each Lot and is a lien upon the Member's Property against which such assessment or charge is made, which in substance is as follows:

B. All Member's Property except for the Common Areas shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The annual assessments and charges together with interest thereon and the costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on, and shall be a continuing lien upon, the Member's Property against which each such assessment or charge is made. All Member's Property shall be held, transferred, sold, conveyed, sued, leased, occupied, mortgaged and otherwise encumbered subject to all the terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws applicable to Member's Property including, but not limited to, the continuing lien herein described.

C. Upon delivery of a deed to a Lot or Lots within the Property, each Owner shall pay an assessment of \$ _____ per Lot for maintenance of the entry way, landscaping of Common Areas, and other uses as determined by the Association. An annual \$ _____ assessment shall be due and payable to the Association on the first day of January of each year, said amount being delinquent if not paid by the 31st day of January following the due date therefore. All assessments so collected by the Association shall be placed in an interest-bearing account established by the Association. Collection of assessments, maintenance of Common Areas and landscaping shall be the sole responsibility of the Association.

D. The Association may, in its discretion increase or decrease the amount of the annual assessment described in paragraph C above, or impose assessments in addition to the annual assessment to defray costs incurred by the Association. Any special assessments so imposed shall have the same force and effect as the annual assessment and shall constitute a continuing lien on the Lots to secure payment thereof.

E. Each Member, by acceptance of a deed or other conveyance to a Lot within Member's Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the annual assessments, special assessments and charges, such assessments to be fixed, established and collected from time to time as determined by the Association. Each such assessment, together with interest and costs of collection, including reasonable attorney's fees, shall be the personal obligation of the person or persons who is or are the Owner of any one or more Lots within such Member's Property at the time when the assessment fell due.

F. The assessments levied by the Association shall be used exclusively for the purpose of providing any and all of the services and activities as may be to the mutual benefit of the Members, maintaining, operating, and repairing of the Common Areas, repair, replacement and additions thereto, and for the cost of labor, insurance, equipment, materials, and supervision thereof, for other purposes beneficial to the Members as determined by the Association and for the purpose of carrying out the functions, purposes, responsibilities and duties of the Association. The Association does not assure that such services will be provided and nothing herein shall be construed as an obligation to provide any such services.

G. The assessments applicable to Lots shall be set by the Board of Directors of the Association.

H. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Member's Lot. No Member shall waive or otherwise escape liability for the assessments provided for in the Declaration or in the By-Laws by non-use of the Common Areas or other areas to which assessments are applied or abandonment of the Member's Property owned by such Member.

I. The lien of any assessment or charge authorized by the Declaration or the By-Laws with respect to Member's Property is subordinate to the lien of any bona fide mortgage on such Member's Property if, but only if, all assessments and charges levied against such Member's Property falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Member's Property pursuant to a mortgage foreclosure proceeding, or a proceeding in lieu of foreclosure, or the sale or transfer of such Member's Property pursuant to a sale under power contained in a mortgage on such property shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Member's Property has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time he is the owner of such property. The Board of Directors may at any time, either before or after the mortgaging of any Member's Property, waive, relinquish or quit claim in whole or in part the right of the Association to assessments and other charges collectible by the

Association with respect to such Member's Property coming due during the period while the same is or may be held by a mortgage or mortgagees pursuant to such sale or transfer.

IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the day and year first above written.

WATERFRONT GROUP GEORGIA, LLC

By: _____ (SEAL)
Agent

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

STATE OF GEORGIA
COUNTY OF CAMDEN

**AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR MIDDLETON PLANTATION SUBDIVISION**

WHEREAS, the Declaration of Protective Covenants referred to above recorded on May 21, 2004 in the Office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 1047, Page 388, as amended from time to time (the "Declaration"), contained under Article II, 13, a provision allowing for alteration to the Declaration, and under Article I, 2, a provision to make additions to the property;

WHEREAS, the Developer did amend those covenants to add property which has now been approved as a subdivision by all governmental agencies and the plat recorded in Plat Drawer 19, Maps 22 through 31, Camden County Superior Court Deed records, the subdivision is known according to said plat as Middleton Plantation Subdivision, Phase II, this amendment affects the lots described on said plat;

WHEREAS, the Developer of Middleton Plantation Subdivision (the "Developer") pursuant to the Declaration, reserved the right to alter the Declaration and to add or remove property and Developer desiring to do so, this Amendment is made and recorded pursuant to the Developer's reservation of rights.

NOW, THEREFORE, the Declaration is amended as follows:

Lot number 51 of Middleton Plantation Subdivision, Phase II shall be excluded from these covenants and all amendments thereto as if Lot 51 had never been a part of Middleton Plantation.

Lot number 1 of Middleton Plantation Subdivision, Phase II may be subdivided into a maximum of two lots, subject to Camden County ordinances and regulations. The boundaries of the subdivision shall be the U.S. Army Corps of Engineers Jurisdictional Wetland as demarcated on the subdivision plat. The highland of Lot 1 which fronts U.S. Highway 17 and what is now known as Oscar Drive may be utilized for commercial use, subject to Camden County ordinances and regulations. The highland of Lot 1 which fronts James Lane shall only be utilized as residential use in accordance with all provisions of these covenants and restrictions, and amendments thereto.

Lot number 2 of Middleton Plantation Subdivision, Phase II may be subdivided into a maximum of two lots, subject to Camden County ordinances and regulations. The boundaries of the subdivision shall be the U.S. Army Corps of Engineers Jurisdictional Wetland as demarcated on the subdivision plat. The highland of Lot 2 which fronts U.S. Highway 17 may be utilized for commercial use, subject to Camden County ordinances and regulations. The highland of Lot 2 which fronts James Lane shall only be utilized as residential use in accordance with all provisions of these covenants and restrictions, and amendments thereto.

Other than the hereinstant addition and amendment, the Declaration remains unchanged and all terms of the original Declaration are restated.

IN WITNESS WHEREOF, the undersigned has hereunto set its name, affixed its seal and delivered these presents, acting by and through its duly authorized officers on this the ____ day of October, 2005.

WATERFRONT GROUP GEORGIA, LLC

BY: _____

Stephen Patch, its duly authorized Agent

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

STATE OF GEORGIA
Camden County

I hereby certify that this instrument
was filed for record in the Clerk's
office, Superior Court, said County on
the 20th day of June 20 05
at 9:30 o'clock AM and recorded

In Book No. 1152 Page 235-239
the 20th day of June 20 05

Kimberly Wood
DCSC

007821

RETURN RECORDED DOCUMENT TO:

Whelchel & McQuigg, LLC
504 Beachview Drive, Suite 3-D
St. Simons Island, Georgia 31522

STATE OF GEORGIA
COUNTY OF CAMDEN

**FIRST AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR MIDDLETON PLANTATION SUBDIVISION**

WHEREAS, the Declaration of Protective Covenants referred to above recorded on May 21, 2004 in the Office of the Clerk of Superior Court of Camden County, Georgia in Deed Book 1047, Page 388, as amended from time to time (the "Declaration"), contained under Article II, 13, a provision allowing for alteration to the Declaration, and under Article I, 2, a provision to make additions to the property;

WHEREAS, the Developer of Middleton Plantation Subdivision (the "Developer") pursuant to the Declaration, reserved the right to alter the Declaration and to add additional property and Developer desiring to do so, this Amendment is made and recorded pursuant to the Developer's reservation of rights.

NOW, THEREFORE, the Declaration is amended as follows:

Article I, paragraph 1 is amended in part to add real property lying adjacent to Middleton Plantation to be known as Middleton Plantation, Phase II on a subdivision plat which has already received preliminary approval and upon receipt of final approval shall be recorded in the Camden County Deed Records. Said real estate which is now being added has the following legal description:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN THE 270th G.M.D.,

CAMDEN COUNTY, GEORGIA, BEING A PORTION OF LANDS OF THE OSCAR P. MIDDLETON ESTATE (ACCORDING TO DEED RECORDED IN DEED BOOK 100, PG. 476 (EX) OF THE PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF BEGINNING COMMENCE AT THE POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF OSCAR ROAD (AN 80-FOOT RIGHT-OF-WAY ACCORDING TO PLAT RECORDED IN PLAT CABINET 2 MAP NO. 175E OF THE PUBLIC RECORDS OF SAID COUNTY) INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 17 (A 150-FOOT RIGHT-OF-WAY ACCORDING TO SAID PLAT RECORDED IN PLAT CABINET 2, MAP NO. 175E) AND FROM SAID POINT, RUN NORTH 02°-33'-21" EAST ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1362.19 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 19093.38 FEET, A CHORD DISTANCE OF 999.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 04°-03'-21" EAST; RUN THENCE NORTH 05°-33'-21" EAST CONTINUING ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1412.62 FEET TO THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF WILLIAM P. C. SMITH, III (ACCORDING TO DEED RECORDED IN DEED BOOK 233, PAGE 87 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 82°-46'-39" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 541.40 FEET TO SOUTHEAST CORNER THEREOF; RUN THENCE NORTH 05°-33'-21" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 224.44 FEET TO A POINT; RUN THENCE SOUTH 82°-46'-39" EAST TO AND ALONG THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF SIGMUND R. AND ANGELA M. ZEMZICKI (ACCORDING TO DEED RECORDED IN DEED BOOK 427, PAGE 655 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 532.70 FEET TO THE SOUTHEAST CORNER THEREOF; RUN THENCE SOUTH 05°-35'-14" WEST ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF DAVID AND SHELLY PARKER (ACCORDING TO DEED RECORDED IN DEED BOOK 904, PAGE 650 OF THE PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 321.30 FEET TO THE SOUTHWEST CORNER THEREOF; RUN THENCE SOUTH 84°-46'-23" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 898.56 FEET TO A POINT; RUN THENCE NORTH 02°-08'-23" WEST, A DISTANCE OF 256.85 FEET TO THE SOUTHWEST CORNER OF LANDS NOW OR FORMERLY OF EDWARD D. AND SHARON L. HALLOWAY (ACCORDING TO DEED RECORDED IN DEED BOOK 831, PAGE 18 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 80°-08'-23" EAST, A DISTANCE OF 690.53 FEET TO THE SOUTHEAST CORNER THEREOF; RUN THENCE NORTH 03°-26'-44" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 310.45 FEET TO THE NORTHEAST CORNER THEREOF; RUN THENCE THE FOLLOWING SEVEN (7) COURSES, GENERALLY FOLLOWING THE CENTERLINE OF AN UNNAMED CREEK; SOUTH 80°-08'-23" EAST, A DISTANCE OF 58.50 FEET TO A POINT; RUN THENCE NORTH 16°-19'-58" EAST, A DISTANCE OF 84.39 FEET TO A POINT; RUN THENCE

SOUTH 63°-35'-03" EAST, A DISTANCE OF 50.56 FEET TO A POINT; RUN THENCE NORTH 29°-04'-34" EAST, A DISTANCE OF 116.62 FEET TO A POINT; RUN THENCE NORTH 33°-43'-56" EAST, A DISTANCE OF 65.52 FEET TO A POINT; RUN THENCE NORTH 81°-14'-35" WEST, A DISTANCE OF 9.21 FEET TO A POINT; RUN THENCE NORTH 16°-14'-02" EAST, A DISTANCE OF 89.03 FEET TO A POINT; RUN THENCE NORTH 46°-45'-37" EAST, A DISTANCE OF 930 FEET, MORE OR LESS, TO THE APPROXIMATE SOUTHWESTERLY MEAN LOW WATER LINE OF WAVERLY CREEK; RUN THENCE IN GENERALLY A SOUTHEASTERLY DIRECTION ALONG LAST MENTIONED MEAN LOW WATER LINE, A DISTANCE OF 3800 FEET, MORE OR LESS, TO THE WESTERLY LINE OF LOT 51, MIDDLETON PLANTATION (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 17, MAPS 2-10 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 30°-19'-39" WEST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 770 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF LANDS NOW OR FORMERLY OF EDMOND BENNETT (ACCORDING TO DEED RECORDED IN DEED BOOK 903, PAGE 101 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THE FOLLOWING EIGHTEEN (18) COURSES ALONG THE WESTERLY, SOUTHERLY THEN EASTERLY LINE OF LAST MENTIONED LANDS; (1) RUN THENCE NORTH 69°-13'-19" WEST, A DISTANCE OF 75.17 FEET TO A POINT; (2) RUN THENCE NORTH 74°-35'-16" WEST, A DISTANCE OF 75.03 FEET TO A POINT; (3) RUN THENCE SOUTH 77°-30'-19" WEST, A DISTANCE OF 92.82 FEET TO A POINT; (4) RUN THENCE SOUTH 21°-39'-50" WEST, A DISTANCE OF 45.06 FEET TO A POINT; (5) RUN THENCE SOUTH 71°-36'-50" WEST, A DISTANCE OF 31.77 FEET TO A POINT; (6) RUN THENCE SOUTH 54°-59'-27" WEST, A DISTANCE OF 88.33 FEET TO A POINT; (7) RUN THENCE SOUTH 22°-30'-13" WEST, A DISTANCE OF 100.45 FEET TO A POINT; (8) RUN THENCE SOUTH 30°-36'-31" WEST, A DISTANCE OF 64.90 FEET TO A POINT; (9) RUN THENCE SOUTH 43°-15'-06" WEST, A DISTANCE OF 348.00 FEET TO A POINT; (10) RUN THENCE NORTH 51°-37'-11" WEST, A DISTANCE OF 60.01 FEET TO A POINT; (11) RUN THENCE SOUTH 46°-42'-55" WEST, A DISTANCE OF 111.94 FEET TO A POINT; (12) RUN THENCE SOUTH 18°-32'-54" WEST, A DISTANCE OF 194.81 FEET TO A POINT; (13) RUN THENCE SOUTH 83°-32'-15" EAST, A DISTANCE OF 154.62 FEET TO A POINT; (14) RUN THENCE SOUTH 88°-14'-47" EAST, A DISTANCE OF 160.40 FEET TO A POINT; (15) RUN THENCE SOUTH 88°-14'-19" EAST, A DISTANCE OF 59.22 FEET TO A POINT; (16) RUN THENCE NORTH 41°-45'-30" EAST, A DISTANCE OF 134.47 FEET TO A POINT; (17) RUN THENCE NORTH 02°-31'-19" WEST, A DISTANCE OF 100.65 FEET TO A POINT; (18) RUN THENCE NORTH 36°-53'-29" EAST, A DISTANCE OF 39.38 FEET TO THE NORTHERNMOST CORNER OF TRACT "D", MIDDLETON PLANTATION (ACCORDING TO PLAT RECORDED IN PLAT DRAWER 17, MAPS 2-10 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 02°-31'-19" EAST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 141.25 FEET TO A POINT; RUN THENCE SOUTH 41°-45'-30" WEST ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 171.34 FEET TO A POINT; RUN THENCE NORTH 85°-16'-51" WEST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 487.12 FEET TO THE WESTERNMOST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF A GEORGIA POWER COMPANY EASEMENT (ACCORDING TO DEED RECORDED IN

DEED BOOK 56, PAGE 416 OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 05°-14'-06" WEST ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1474.82 FEET TO A POINT; RUN THENCE SOUTH 06°-50'-57" WEST, CONTINUING ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1937.77 FEET TO A POINT ON A CURVED PORTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OSCAR DRIVE (AN 80-FOOT RIGHT-OF-WAY ACCORDING TO PLAT RECORDED IN PLAT CABINET 2, FILE 176E OF THE PUBLIC RECORDS OF SAID COUNTY); RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1316.29 FEET, A CHORD DISTANCE OF 142.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 50°-10'-33" WEST; RUN THENCE NORTH 47°-04'-51" WEST CONTINUING ALONG LAST MENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4626.40 FEET TO A POINT; RUN THENCE SOUTH 43°-07'-45" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID OSCAR ROAD, A DISTANCE OF 1158.50 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED NORTHWESTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 599.80 FEET, A CHORD DISTANCE OF 483.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 66°-53'-00" WEST; RUN THENCE NORTH 89°-21'-45" WEST, A DISTANCE OF 158.19 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 540 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.

The Declaration is further amended to add a paragraph to be known as Article III, paragraph 20, as follows:

At the closing of the sale of each and every lot in said subdivision, all property owners are required to pay an initial "impact fee" to connect to the water system. At the time of connection to said water system, the property owner shall apply for service with W & D Utilities and pay a water meter installation fee. W & D Utilities will then cause a meter to be installed on the lot. The property owners will pay subsequent monthly water fees for water usage as billed. All of the stated fees will be paid to the owners of the water system.

A property owner cannot drill a well on the subject property for any purpose other than irrigation and only on lots in excess of two acres. The property owner is bound to the community water system. The property owner is further responsible for paying the base water fees as billed, including any additional charged per water use and consumption, if more.

Other than the hereinstant addition and amendment, the Declaration remains unchanged