



WHEREAS, it is in the interest and to the advantage of the IPRC and to each person, corporation, partnership or other entity which shall hereafter acquire title to any portion of the Property that certain features of the infrastructure of Berwick Plantation be maintained, repaired and replaced as appropriate; and

WHEREAS, Berwick Plantation Property Owners Association, Inc., has been formed for the purposes of maintaining, repairing and replacing the infrastructure hereinafter described;

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to be derived by IPRC and each and every subsequent owner and occupant of lots or parcels within the Property, IPRC does hereby declare that all of the Property described hereinafter shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants, conditions, charges and affirmative obligations and conditions hereinafter set forth, all of which shall run with the Property and be binding on all persons, firms, associations, corporations or other entities having or hereafter acquiring any right, title or interest in said Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupant thereof, to wit:

DUUR  
235 P  
PAGE  
677

ARTICLE I  
Definitions

The following words and terms, when used in this Agreement, shall have the following meanings:

Section 1. "Association" shall mean and refer to Berwick Plantation Property Owners Association, Inc., a Georgia non-profit corporation, its successors and assigns. The Articles of Incorporation and the Bylaws for the Association are attached hereto as Exhibits B and C, respectively.

Section 2. "Common Area" shall mean and refer to the primary entrance road from U.S. Highway 17 into Berwick Plantation along the roadway to be known as Berwick Plantation Boulevard, including landscaping, lighting, irrigation and signage and the recreational facilities to be constructed by IPRC and conveyed at IPRC's cost basis to the Association. The recreational facilities shall include a lake, fishing dock, covered pavilion, playground equipment, central trial system and related landscaping, lighting, irrigation and parking.

Section 3. "Living Unit" shall mean and refer to any portion of a multi-family structure (other than a duplex, townhouse or similar structure) situate upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of any portion of the Property, together with the improvements thereon, for a single family structure. Each unit within a duplex or similar structure occupied or intended as a single family structure shall be counted as a separate Lot for all purposes hereof.

Section 5. "Member" shall mean and refer to IPRC, the Vendee Members and the Subassociation Members.

Section 6. "Owner" shall mean and refer to the record owner, whether if one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Property, but excluding Vendee Members and those having an interest merely as security for the performance of an obligation.

Section 7. "Parties to this Agreement" shall mean and refer to IPRC, the Association, all Vendee Members who subscribe to this Agreement, and all Subassociation Members who, upon being delegated responsibilities hereunder by a Vendee Member, shall subscribe to this Agreement and accept such responsibilities.

Section 8. "Subassociation Member" shall mean and refer to any Tract Association satisfying the requirements of this Agreement, to whom a Vendee Member will delegate its responsibilities and obligations under this Agreement.

Section 9. "Tract" shall mean any portion of the Property previously or hereafter conveyed by IPRC to a Vendee Member.

Section 10. "Tract Association" shall mean the automatic membership association consisting of all Owners of Lots, recreational facilities and separately owned parcels of land (however used) within a Tract conveyed to a Vendee Member.

Section 11. "Vendee Member" shall mean and refer to any person, firm, entity or corporation to whom IPRC conveys any portion of the Property, and who subscribes to this Agreement as a Vendee Member.

## ARTICLE II Infrastructure Maintenance

Section 1. Members' Benefits. Each Member shall be entitled to the benefits of this Agreement, which include maintenance and landscaping by the Association of the Common Area and other areas described herein.

Section 2. Title to Common Area. IPRC hereby covenants for itself, its successors and assigns, to convey fee simple title to the Common Area described herein to the Association for its cost basis, free and clear of all liens and encumbrances, upon completion of the facilities to be constructed thereon, subject only to the provisions of this Agreement and easements, conditions, reservations and restrictions of record.

Section 3. Obligations of the Association. The Association covenants and agrees, for itself, its successors and assigns, as follows:

BOOK  
235 P  
PAGE  
679

a. The Association will acquire any Common Area which IPRC is obligated to or may convey to the Association for its cost basis, as provided in this Agreement;

b. The Association will preserve and maintain for the common benefit of all its Members the Common Area which it shall own, pay taxes thereon and operate facilities thereon for the benefit of its Members; and

c. The Association will maintain all landscape medians in or along U.S. Highway 17 and Berwick Plantation Boulevard (with the exception of landscaped entrances to Tracts), together with associated signage, lighting and irrigation, and will pay all utility costs in connection therewith.

d. Each Member shall have the right following reasonable notice and during normal business hours to inspect the books and records of account of the Association.

ARTICLE III  
Covenants for Assessments

Section 1. Vendee's Obligation. Each Vendee Member, by subscription to this Agreement, hereby covenants and agrees to pay to the Association, for the purposes set forth in this Agreement:

- a. Annual assessments or charges; and
- b. Special assessments for capital improvements.

Such annual assessments or charges and special assessments for capital improvements shall be due and payable by each Vendee Member to the Association upon receipt by such Vendee Member of payment by each Owner of a Lot or Living Unit within each Tract which the Vendee Member purchased from IPRC. All such assessments shall be fixed, established and collected as hereinafter provided, and shall be and remain the obligation of each Vendee Member until such Vendee Member shall be relieved of such obligation as herein provided.

Section 2. Relief from obligation. A Vendee Member may be relieved of its obligation to pay assessments provided herein by providing a substitute Member to whom such obligation shall be delegated, provided

- a. Such substitute Member shall accept such obligations: and
- b. Such substitute Member shall be acceptable to IPRC. To be acceptable to IPRC, a substitute Member must have satisfactory financial strength and net worth, in the sole discretion of IPRC. A Subassociation Member is hereby declared to be acceptable as a substitute Member if it has the power to assess every Lot or Living Unit located therein for assessments, including, among other things, the obligations set forth in this Agreement. Each Vendee Member which conveys Lots to Owners within a Tract shall form a Tract Association to be its

Subassociation Member. In the event a Vendee Member collects less than the full amount of any assessment together with any assessment due to the Subassociation Member, the Subassociation Member shall pay to the Association its proportionate share of the amount collected.

Section 3. Annual Assessments. The annual assessments or charges required under this Agreement shall be used exclusively

a. for the acquisition of, improvement, landscaping, lighting, signage, repair, maintenance and irrigation (as needed) of the Common Area, the payment of any taxes assessed against the Common Area, and payment of insurance with respect to the Common Area; and

b. for the maintenance, irrigation and replacement (as needed) together with the cost of any associated utilities, of any signage, landscaping and lighting installed by IPRC along the primary entrance road from U.S. Highway 17 into Berwick Plantation along a roadway to be known as Berwick Plantation Boulevard or adjacent thereto.

Section 4. Amount of Annual Assessments. The annual assessments for each Tract in the Property shall be determined annually, in advance, and the maximum amount shall be determined as follows:

a. Until completion of the amenities on the Common Area and conveyance thereof to the Association or until the Board of Directors which includes Directors elected by the Class A Members adopts a budget which requires a higher assessment, the annual assessment shall be \$60.00 for each Lot and \$30.00 for each Living Unit within each Tract of the Property;

b. Thereafter, the maximum annual assessment shall be established by the Board of Directors of the Association, provided, however, the annual assessments shall not increase more than five (5%) percent annually without the unanimous consent of each Vendee Member and each Subassociation Member; and

c. When the Board of Directors fixes the annual assessments for each calendar year, the Board will at the same time and in connection therewith, prepare or cause to be prepared an annual budget showing the services provided under this Agreement and the costs thereof.

Section 5. Date of Commencement of Annual Assessments; Due Date. The annual assessments provided herein shall commence as to each Lot or Living Unit within any Tract on the first day of the month following (i) issuance by the governmental entity with jurisdiction in the premises of a certificate of occupancy or similar permit evidencing that construction of the Lot or Living Unit is complete, and (ii) any conveyance of each Lot or Living Unit by a Vendee Member or its successor in title to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The first annual assessment (as adjusted) shall be due and payable at the time of the closing of the sale of a Lot or Living Unit to an Owner. The annual assessments due for subsequent years shall be due and payable in three equal installments on or before January 1, May 1 and September 1 of each year.

BOOK  
235 P  
PAGE  
680

Section 6. Form of Subscription. Vendee Members and Subassociation Members, respectively, may subscribe to this Agreement by executing the Subscription Agreements, samples of which are attached as Exhibits D and E.

ARTICLE IV  
Membership and Voting Rights

Section 1. Vendee Member. Every purchaser of a Tract from IPRC who shall subscribe hereto shall be and become a Vendee Member unless and until replaced by a Subassociation Member as required by the provisions of Article III, Section 2(b) hereof.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

a. Class A. Class A Members shall be all Vendee Members and all Subassociation Members which have replaced Vendee Members as provided herein. Each such Member will be entitled to one vote per Lot and one-half vote per Living Unit assigned to the Tract originally purchased by the Vendee Member.

b. Class B. The Class B Member shall be IPRC which shall be entitled to cast the number of votes which are contained in the total of all Class A Members, plus one vote, until such time as the Class B Membership terminates or is converted to Class A Membership. Class B Membership shall be converted to Class A Membership upon the happening of the earlier of the following:

(i) When IPRC shall no longer own any of the real property described on Exhibit A attached hereto;

(ii) On December 31, 2015; or

(iii) When, at its sole discretion, IPRC so determines.

ARTICLE V  
Indemnification

Notwithstanding the duty of the Association to maintain the Common Area, the Association shall not be liable for injury or damage caused by any latent condition in any portion thereof, nor for injury caused by the elements, Owners or other persons, nor shall any officer or director of the Association be liable to any Owner or other person for injury or damage caused by such officer or director in the performance of his or her duties, unless the same shall be due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred in connection with any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her having been an officer or director of the Association, or any settlement, whether or not such person is an

BUUN  
235 P  
PAGE  
681

officer or director of the Association at the time such expense and liabilities are incurred except in such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. In the event of any such settlement, indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE VI  
General Provisions

Section 1.     Effective Date. The Effective Date of this Agreement shall be the date of execution by IPRC.

Section 2.     Enforcement. The Association, IPRC and any Member shall have the right to enforce, by proceeding at law or in equity, all conditions, covenants or charges now or hereafter imposed by the provisions of this Agreement. Failure by the Association, IPRC or by any Member to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.     Severability. Invalidation of any one of these covenants, by judgment or court order, shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 4.     Notices. Any notice sent or required to be sent to any Member or to the Association under the provisions of this Agreement shall be deemed to have been properly given when mailed, postage prepaid, to the last known address shown on the books of the Association for such addressee at the time of mailing.

Section 5.     Duration. This Agreement shall inure to the benefit of and be enforceable by the Association, IPRC, or any Member, their respective heirs, successors and assigns, for a period of twenty (20) years from the Effective Date, after which time it shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the holders of not less than ninety (90%) percent of the votes has been executed, amending or abrogating this Agreement; provided, however, that no such amendment or change shall be effective unless made and executed at least six (6) months in advance of the effective date of such change, and unless written notice of the proposed amendment is sent to every Member at least ninety (90) days in advance of any action taken.

Section 6.     Amendment. Except as herein provided, the Association shall have the power to amend this Agreement, by a vote of at least fifty percent (50%) of the number of the total votes of the Association.

Section 7.     Waiver. No provision hereof shall have been deemed abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may occur.

Section 8. Conflicts. In the event of any irreconcilable conflict between this Agreement and the Bylaws or Articles of Incorporation, the provisions of this Agreement shall control. In the event of any irreconcilable conflict between the Articles of Incorporation of the Association, and the Bylaws of the Association, the provisions of the Articles of Incorporation shall control.

Section 12. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

[Rest of page left intentionally blank]

BOOK  
235 P

PAGE  
683

IN WITNESS WHEREOF, International Paper Realty Corporation and Berwick Plantation Property Owners Association, Inc., have caused this Agreement to be executed.

As to IPRC, signed, sealed and delivered in the presences of:

[Signature]  
Witness

[Signature]  
Notary Public  
JOHANNA CURRY  
Notary Public, State of New Jersey  
My Commission Expires October 5, 2005

As to the Association signed, sealed and delivered in the presences of:

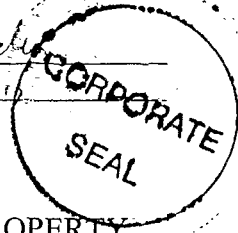
[Signature]  
Witness

[Signature]  
Notary Public  
JOHANNA CURRY  
Notary Public, State of New Jersey  
My Commission Expires October 5, 2005

INTERNATIONAL PAPER REALTY CORPORATION

By: [Signature]  
Leonard H. Ronnie, Jr., President

Attest: [Signature]  
Title: Assistant Secretary



BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]  
Title: Vice President

Attest: [Signature]  
Title: Assistant Secretary

BUM PAGE 235 P 684

EXHIBIT A  
PROPERTY

ALL that certain tract or parcel of land situate, lying and being in Chatham County, Georgia, containing 1911.35 acres, as shown on that plat entitled "Plat of a 1911.35 Acre Portion of Union Camp Corporation's C&S Tract, Known as Berwick and Beverly Plantations, 7<sup>th</sup> G.M. District, Chatham County, Georgia", recorded in Plat Record Book 11-P, page 146, in the Office of Clerk, Superior Court, Chatham County, Georgia, to which reference is made for a more complete description thereof.

Saving and excepting therefrom, that certain parcel containing 11.535 acres conveyed by U.C. Realty Corp. to Chatham County, Georgia, by Right-of-Way Deed, dated April 14, 2000, recorded in Deed Book 211-P, page 497 in the aforesaid office.

The above-described parcel contains 1900.8 acres, more or less, said property being generally known as "Berwick Plantation" in Chatham County, Georgia.

235 P

685

EXHIBIT B

**ARTICLES OF INCORPORATION**

**OF**

**BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

(A Georgia Nonprofit Corporation)

I.

The name of the corporation is Berwick Plantation Property Owners Association, Inc. (“Association”).

II.

The Association is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

III.

All terms used herein which are not defined shall have the same meaning as set forth in the Declaration of Covenants, Conditions, and Restrictions for Berwick Plantation, recorded or to be recorded in the Public Records (“Declaration”).

IV.

The Association shall have members, which shall be International Paper Realty Corporation, the Vendee Members and the Subassociation Members as set forth in the Declaration. The members shall be entitled to vote in accordance with terms of Declaration and the Bylaws.

V.

The Association shall have perpetual duration.

VI.

The Association is organized for the following purposes: to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, as specified therein, in the Bylaws, and as provided by law; and to provide an entity for the furtherance of the interests of the Members subject to the Declaration.

VII.

The affairs of the Association shall be managed by a Board of Directors. The method of election of Directors shall be as determined by the by-laws of the Association.

VIII.

The Association shall have the power to do any and all acts necessary, convenient, expedient, ancillary or in aid to the accomplishment of the foregoing and also the power to perform any acts which nonprofit corporations may now or hereafter be authorized to do under the provisions of the Georgia Nonprofit Corporation Code, including, without limitation, the power to fix, collect, levy and enforce payment, by any lawful means, of assessments and other charges to be levied against the Parcels; to manage, control, operate, maintain, repair, preserve, and improve property subject to the Declaration and any other property for which the Association by rule, regulation, covenant, or contract has a right or duty to provide such services; to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws; to engage in activities which will actively foster, promote, and advance the common interests of all members subject to the Declaration; to adopt alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such

BUUN  
235 P  
PAGE  
687

Bylaws may not be inconsistent with or contrary to any provisions of the Declaration. The Association shall make no distribution of income to its members, directors, or officers.

IX.

In the event of dissolution, liquidation or winding up of the Association, subject to the Declaration, the Association's assets remaining after payment, or provisions of payment, of all known debts and liabilities of the Association shall be divided among and distributed to the members thereof in accordance with their respective rights therein.

X.

The initial registered office of the Association is 447 Bull Street, Savannah, Georgia 31401. The initial registered agent of the Association shall be John G. Lientz.

XI.

To the fullest extent that State of Georgia law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers, and committee members, no director, officer, or committee member shall be personally liable to the Association or its Members for monetary damages resulting from breach of duty of care or other duty as a director, officer, or committee member.

XII.

The name and address of the incorporator is:

John G. Lientz, Esquire  
447 Bull Street  
Savannah, Georgia 31401.

BOOK  
235 P  
PAGE  
688

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation, this  
13th day of May, 2002.

BOUHAN, WILLIAMS & LEVY LLP

\_\_\_\_\_  
JOHN G. LIENTZ, Incorporator

447 Bull Street  
Savannah, Georgia 31401

BOOK PAGE  
235 P 689

**CONSENT TO SERVE AS REGISTERED AGENT**

The undersigned hereby consents to serve as Registered Agent of BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC. until further notice shall be given to the Secretary of the State of Georgia.

This 13th day of May, 2002.

\_\_\_\_\_  
JOHN G. LIENTZ

Address: 447 Bull Street  
Savannah, Georgia 31401

BUON  
235 P  
PAGE  
690

EXHIBIT C  
**BYLAWS OF**  
**BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

Name, Address, Membership and Definitions

Section 1.01. Name. The name of the Association shall be BERWICK PLANTATION PROPERTY OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

Section 1.02. Address. The address and principal office of the Association shall be 447 Bull Street, Savannah, Georgia 31401.

Section 1.03. Membership. The Association shall have two classes of membership: Class A and Class B each of which is more fully described in the declaration of Covenants, Conditions and Restrictions for Berwick Plantation ("Berwick Plantation") between International Paper Realty Corporation and the Association, dated May 14, 2002 (the "Agreement"), the terms of which are specifically incorporated herein by reference.

Section 1.04. Definitions. The words used in these Bylaws shall, unless the contrary clearly appears from the context, have the same meanings as the definitions set forth in the Agreement.

ARTICLE II

Meetings of the Association

Section 2.01. The first annual meeting of the Association shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Association shall be held on the same day of the same month of each year

235 P  
BOOK  
691  
PAGE

thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Association is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2.02. Attendance. Meetings of the Association shall be attended by the Members or their alternates.

Section 2.03. Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors or by the holders of no less than fifty (50%) percent of the votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof; no business shall be transacted at a special meeting unless described in such notice.

Section 2.04. Notice of Meetings. Written or printed notice of each meeting of the Association shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personal delivery or by mailing a copy of such notice, postage prepaid at least 15 days before such meeting, to each Member entitled to vote at such meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of such meeting. Notice may be waived, and attendance at a meeting by a Member shall be deemed waiver by such voting member of the requirements of notice, unless such Member specifically objects to lack of proper notice at such meeting.

Section 2.05. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by alternate of the Members representing one-tenth (1/10) of the votes of each class of membership shall constitute a quorum; provided, however, unless Class B membership converts to Class A membership, a quorum shall not be deemed to exist without the presence of the representative of the Class B membership.

Section 2.06. Proxies. Members may vote in person or by proxy.

Section 2.07. Action without a Meeting. Any action required by law to be taken at a meeting of the Association, or any action which may be taken at a meeting of the Association, may be taken without a meeting if the consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Association.

### ARTICLE III

#### Board of Directors: Selection; Term of Office

Section 3.01. Number. The affairs of the Association shall be managed by a Board of Directors. Initially the Board shall consist of three (3) members, each of whom shall be appointed by the representative of the Class B Member. Within ninety (90) days after the termination of Class B membership, the number of directors shall be increased to seven (7), and shall be elected by the Class A members.

Section 3.02. Nomination of Directors. Except with respect to directors selected by the Class B membership, nominations for election to the Board of Directors shall be made by the Members.

Section 3.03. Election and Term of Office. Notwithstanding any other provision contained herein, the initial terms of the directors shall be fixed at the time of their election as they may among themselves determine, but no term shall be longer than three years. The initial directors may serve successive terms. Members of the Board of Directors shall hold office until their respective successors have been elected.

Section 3.04. Removal. Any director elected solely by the votes of Voting Members other than the Class B Member may be removed from office prior to expiration of his term by the

235 P  
BUUN  
PAGE  
693

votes of the majority of those Members other than the Class B Member. As long as there is a Class B membership, any director appointed by the Class B Member may only be removed by Class B Member. After termination of the Class B membership, directors appointed by the Class B Member may be removed by the vote's of Members entitled to vote seventy-five (75%) percent of the votes of the Association.

Section 3.05. In the event of death or resignation of a director, his successor shall be selected by a majority of the remaining members of the Board, and such successor shall serve for the unexpired term of his predecessor.

Section 3.06. Compensation. No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.07. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE IV

##### Meetings of Directors

Section 4.01. Regular Meetings. After termination of Class B membership, regular meetings of the Board of Directors shall be held bi-monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 4.02. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President, or by any two directors. Written notice thereof, giving the time, date, place and purpose of such meeting shall be delivered personally or mailed to the directors not less than three days prior to the date of such meeting.

Section 4.03. Quorum. At all meetings of the Board of Directors, the majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

## ARTICLE V

### Powers and Duties of the Board of Directors

Section 5.01. Powers. The Board of Directors shall be responsible for the affairs of the Association, and shall have all the powers necessary therefor, including, but not limited to, the following:

- (a) To adopt and publish rules and regulations governing the use of Common Area and other properties maintained by the Association;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated in the Association and not reserved to the membership or others by provisions of these Bylaws, the Articles of Incorporation, or the Agreement;
- (c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board, unless such absence shall have been excused by a majority of the Board;

BOOK  
235 P  
PAGE  
695

(d) To employ a manager, independent contractor, or such other employees as the Board deems necessary, prescribe their duties, fix their compensation, and require of them such security or fidelity bonds as it may deem expedient;

(e) To make or contract for the making of repairs, additions and improvements to or alterations of the Common Area and other properties maintained by the Association, in accordance with other provisions of the Agreement and these Bylaws, after destruction by fire or other casualty;

(f) To enforce by legal means the provisions of the Agreement, these Bylaws and the rules and regulations adopted hereunder; and

(g) To permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Property.

Section 5.02. 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 at each annual meeting of the Association, or at any special meeting when such is requested as provided in these Bylaws;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) To prepare and adopt an annual budget for the common expenses;

(d) To fix the amount of annual assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and to send written notices of each assessment to every Member subject thereto at least thirty (30) days in advance of such annual assessment;

(e) To provide for the operation, care, upkeep and maintenance of the Common Area;

(f) To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If the certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) To procure and maintain adequate liability and hazard insurance on all Properties owned by the Association;

(h) To collect all assessments, deposit the proceeds thereof in a bank depository which it shall approve, and use the proceeds to administer the Association;

(i) To make and amend rules and regulations; and

(j) To open bank accounts on behalf of the Association and designate the signatories required.

## ARTICLE VI

### Officers and Their Duties

Section 6.01. Officers. The officers of the Association shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 6.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its meeting held following each annual meeting of the Members.

Section 6.03. Term. The officers of the Association shall hold office for one year unless any such officer shall sooner resign, be removed or otherwise disqualified to serve.

Section 6.04. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time upon giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.05. Execution of Documents. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers, except that checks drawn on Association accounts may be executed, if authorized by proper resolution, by either the Treasurer or the President.

Section 6.06. Multiple Offices. No person shall simultaneously hold more than any one office, except in the case of special offices created by the Board pursuant to the authority as set forth in this Article.

Section 6.07. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Association and Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall be one of the signatories on all notes, leases, mortgages, deeds and other written instruments, other than checks, which may be signed by either the President or the Treasurer, if the Board shall by resolution so provide.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of the proceedings of the Board and the Association; keep the corporate seal of the Association and

affix it on all papers requiring such seal: serve notice of meetings of the Board and Members: keep current records showing the names of members of the Association, together with their addresses, and shall perform such other duties as may be required by the Board.

(d) 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 the budget approved by the Board; he shall, unless signed by the President, sign all checks of the Association and all promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and statement of income and expenditures to be presented at the regular annual meeting of the Association.

DOWN  
PAGE  
235 P  
699

ARTICLE VII

Committees

Committees to perform such tasks and to serve for such periods as may be designated by resolution adopted by the Board of Directors are hereby authorized. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee, or with rules adopted by the Board of Directors, or provisions of these Bylaws or the Declaration.

ARTICLE VIII

Books and Records

Section 8.01. Inspection by Members and Mortgagees. The Agreement, Membership Register, Books of Account, Minutes of Meetings and other records and papers of the

Association shall be available for inspection and copying by any Member, and by any holder, insurer or guarantor of any first mortgage, at all times during reasonable business hours, or under other reasonable circumstances.

Section 8.02. Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (a) Notice to be given to the custodian of the records;
- (b) Hours and days of the week when such inspections may be made: and
- (c) Payment of the costs of reproducing copies of documents requested.

Section 8.03. Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the Common Area owned or controlled by the Association. The right of inspection of a Director includes the right to make extracts and copies of relevant documents at the expense of the Association.

Section 8.04. Upon written request, any Owner, or the holder of any first mortgage on any Lot, shall be entitled to receive a financial statement showing the statement of operations and the balance sheet of the Association for the immediately preceding fiscal year.

## ARTICLE IX

### Assessments

As more fully provided in the Agreement, each Member is obligated to pay to the Association annual and special assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest charged on judgments in the State of Georgia, and the Association may bring an action at law against the

BOOK  
235 P  
PAGE  
700

Member personally obligated to pay the same; and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area, or otherwise.

## ARTICLE X

### Corporate Seal

The Association may have a seal in circular form having within its circumference the words: Berwick Plantation Property Owners Association, Inc.

## ARTICLE XI

### Amendments

These Bylaws may be amended, at a regular or special meeting of the Association, by a vote of the majority of a quorum present, except that, no such amendment shall be effective without the consent of the Class B Member.

## ARTICLE XII

### Miscellaneous

Section 12.01. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation.

Section 12.02. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Agreement and these Bylaws, the Agreement shall control.

EXHIBIT D

SUBSCRIPTION AGREEMENT - VENDEE

(DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BERWICK PLANTATION)

The undersigned Vendee of a portion of the Property described in the Declaration of Covenants, Conditions and Restrictions for Berwick Plantation ("Berwick Plantation") between International Paper Realty Corporation ("IPRC") and Berwick Plantation Property Owners Association, Inc. (the "Association"), dated May 14, 2002 (the "Agreement") does hereby join the Association and subscribe to and agree to be bound by the Agreement.

The undersigned Vendee does hereby further acknowledge that it shall be obligated to perform the obligations and make the payments required of it under the Agreement for the term thereof, and unless and until it shall, with the approval and consent of IPRC, delegate its responsibilities and obligations hereunder to a Subassociation member, which shall subscribe to the Agreement and accept such responsibilities.

As to the Vendee, signed, sealed  
and delivered in the presence of:

VENDEE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public

As to IPRC, signed, sealed  
and delivered in the presence of:

APPROVED:  
INTERNATIONAL PAPER REALTY  
CORPORATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

235 P  
702  
PAGE

EXHIBIT E  
SUBSCRIPTION AGREEMENT -- SUBASSOCIATION

(DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BERWICK PLANTATION)

The undersigned Vendee Member did heretofore join the Berwick Plantation Property Owners Association, Inc. (the "Association"), and did subscribe to and agree to be bound by the terms of the Declaration of Covenants, Conditions and Restrictions for Berwick Plantation between International Paper Realty Corporation and the Association dated May 14, 2002 (the "Agreement"), which Agreement permits a Vendee Member to delegate its responsibilities and obligations thereunder to a Subassociation Member, provided such Subassociation Member meets the requirements set forth under Section 2, Article III of the Agreement,

NOW, therefore, the parties hereto do agree as follows:

1. The Vendee Member does hereby withdraw from the Association and delegate its responsibilities and obligations under the Agreement unto the undersigned Subassociation Member.
2. The undersigned Subassociation Member, representing and warranting that it qualifies under Section 2, Article III of the Agreement, hereby joins the Association, accepts the obligations of the Vendee Member and subscribes to and agrees to be bound by the Agreement, in the place and stead of the Vendee Member.
3. International Paper Realty Corporation joins in this Agreement for the purpose of approving the substitution of the Subassociation Member in the place of the Vendee Member, under the terms of Section 2, Article III of the Agreement.

As to the Vendee, signed, sealed  
and delivered in the presence of:

VENDEE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public

235 P 703

As to the Subassociation Member,  
signed, sealed and delivered in the  
presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

As to IPRC, signed, sealed  
and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

SUBASSOCIATION MEMBER:

\_\_\_\_\_(Seal)

APPROVED:  
INTERNATIONAL PAPER REALTY  
CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

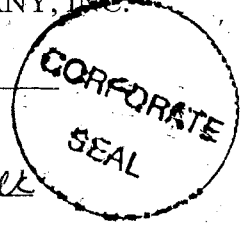
BOOK  
235 P  
PAGE  
704

The undersigned entities hold fee simple title to Lots in Legacy Square Subdivision, Phases 1A and 1B. The undersigned join in this Declaration of Covenants, Conditions and Restrictions for the express purpose of subjecting and binding their Lots to the provisions of the Declaration and agree that the provisions thereof shall run with the title to the Lots.

KONTER DEVELOPMENT COMPANY, INC.

By: [Signature]  
Title: President

Attest: Marcy W. Kontex  
Title: Secretary



Signed, sealed and delivered in the presence of:

[Signature]  
Witness

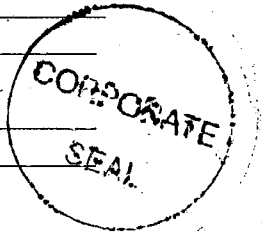
Lisa B. Neville  
Notary Public LISA B. NEVILLE  
Notary Public, Chatham County, GA  
My Commission Expires May 10, 2004



KONTER HOMES, INC.

By: [Signature]  
Title: PRESIDENT

Attest: Marcy W. Kontex  
Title: ASST. SECRETARY



Signed, sealed and delivered in the presence of:

[Signature]  
Witness

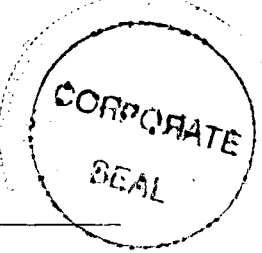
Lisa B. Neville  
Notary Public LISA B. NEVILLE  
Notary Public, Chatham County, GA  
My Commission Expires May 10, 2004



LOPEZ CONSTRUCTION, INC.

By: [Signature]  
Title: President

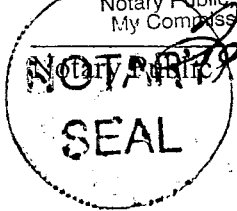
Attest: Carol Vincent  
Title: Assistant Secretary



Signed, sealed and delivered in the presence of:

Candi Monday  
Witness

Teresa B. Adams  
Notary Public TERESA B ADAMS  
Notary Public, Chatham County, Georgia  
My Commission Expires April 15, 2005



BOOK PAGE  
235 P 705

CORPORATE  
SEAL

STEPHEN REMLER CONSTRUCTION, INC.

By: Stephen Rember

Title: Pres.

Attest: Carol Wiser

Title: Asst. Secretary

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Lisa B. Neville  
Notary Public

LISA B. NEVILLE  
Notary Public, Chatham County, GA  
My Commission Expires May 10, 2004



BOOK PAGE  
235 P 706