

Clock#: 71053
FILED FOR RECORD
8/07/2000 11:57am
PAID: 10.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

BOOK
214H
PAGE
394

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Return to: Marvin A. Fentress, Esq.
Oliver Maner & Gray LLP
218 W. State St.
Savannah, GA 31401

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

THIS INSTRUMENT made this 12th day of June 2000 by Turners Cove Development, LLC (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, the Developer previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records (the "Declarations"); and

WHEREAS, the Declarations provide that the Developer may subject additional property to the Declarations by recording an amendment to the Declarations; and

WHEREAS, the Developer wishes to add Phase 2 of Turners Cove to the Declarations.

NOW, THEREFORE, the Developer declares that the Subject Property under the Declarations shall also include the property identified as Phase 2 on that certain plat dated June 12, 2000, prepared by Carl R. Jackson, G.R.L.S. No. 2555, titled "Turners Cove Phase 2," as recorded in Subdivision Map Book 20-S, page 23, Chatham County records.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., to be executed by its duly authorized Manager, the day and year first above written.

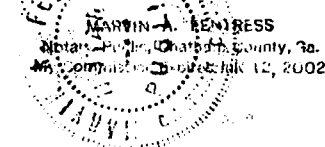
TURNERS COVE DEVELOPMENT, LLC

By: Tracy Young
Tracy Young, Manager

Signed, sealed and delivered in the presence of:

William Moore
Witness

Martin A. Fentress
Notary Public



Clock#: 126662
FILED FOR RECORD

2/20/2001 03:04pm

PAID: 12.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

STATE OF GEORGIA
COUNTY OF CHATHAM

Return to: Marvin A. Fentress, Esq.
Oliver Maner & Gray LLP
218 W. State St.
Savannah, GA 31401

Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records.

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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

THIS INSTRUMENT made this 16th day of February 2001 by Turners Cove Development, LLC (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, the Developer previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records (the "Declarations"); and

WHEREAS, the Developer previously subjected Phase 2 of Turners Cove to the Declarations by recording a First Amendment to the Declarations, recorded in Deed Book 214-H, page 394, Chatham County records; and

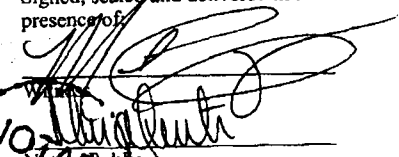
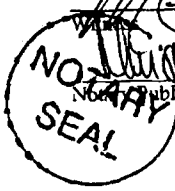
WHEREAS, the Declarations provide that the Developer may subject additional property to the Declarations by recording an amendment to the Declarations; and

WHEREAS, the Developer wishes to add Phase 3 of Turners Cove to the Declarations.

NOW, THEREFORE, the Developer declares that the Subject Property under the Declarations shall also include the property identified as Phase 3 on that certain plat dated January 9, 2001, prepared by Carl R. Jackson, G.R.L.S. No. 2555, titled "Turners Cove Phase 3," as recorded in Subdivision Map Book ~~20-5~~ page ~~70~~, Chatham County records.

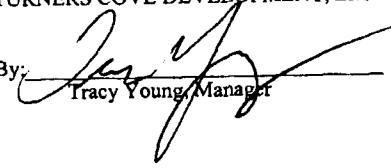
IN WITNESS WHEREOF, the Developer has caused this Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., to be executed by its duly authorized Manager, the day and year first above written.

Signed, sealed and delivered in the presence of:

MARVIN A. FENTRESS
Notary Public, Chatham County, Ga.
My Commission Expires July 12, 2002

TURNERS COVE DEVELOPMENT, LLC

By: 
Tracy Young, Manager

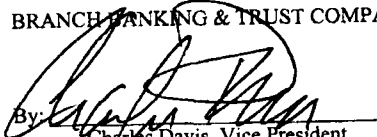
CONSENT OF LENDER

Branch Banking and Trust Company, holder of a Security Deed on the Subject property recorded at Deed Book 218-U, page 313, Chatham County records, hereby consents to inclusion of the Phase 3 property under the described Declarations.

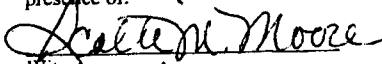
BOOK
219A

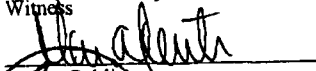
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157

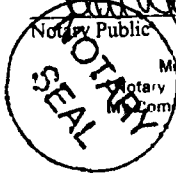
BRANCH BANKING & TRUST COMPANY

By: 
Charles Davis, Vice President

Signed, sealed and delivered in the presence of:


Witness


Notary Public



MARVIN A. FENTRESS
Notary Public, Chatham County, Ga.
Commission Expires July 12, 2002

Clock#: 178002
FILED FOR RECORD

7/27/2001 03:26PM

PAID: 10.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

STATE OF GEORGIA
COUNTY OF CHATHAM

Return to: Marvin A. Fentress, Esq.
Oliver Maner & Gray LLP
218 W. State St.
Savannah, GA 31401

224 P
742
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Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records.

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

THIS INSTRUMENT made this 25th day of July 2001 by Turners Cove Development, LLC (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, the Developer previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records (the "Declarations"); and

WHEREAS, the Developer previously subjected Phase 2 of Turners Cove to the Declarations by recording a First Amendment to the Declarations, recorded in Deed Book 214-H, page 394, Chatham County records; and

WHEREAS, the Developer previously subjected Phase 3 of Turners Cove to the Declarations by recording a Second Amendment to the Declarations, recorded in Deed Book 219-A, page 156, Chatham County records; and

WHEREAS, the Declarations provide that the Developer may subject additional property to the Declarations by recording an amendment to the Declarations; and

WHEREAS, the Developer wishes to add Phase 4 of Turners Cove to the Declarations.

NOW, THEREFORE, the Developer declares that the Subject Property under the Declarations shall also include the property identified as Phase 4 on that certain plat dated July 11, 2001, prepared by Terry Mack Coleman, G.R.L.S. No. 2486, titled "Turners Cove Phase 4," as recorded in Subdivision Map Book 22-S, page 21, Chatham County records.

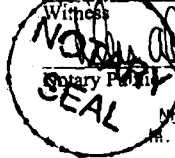
IN WITNESS WHEREOF, the Developer has caused this Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., to be executed by its duly authorized Manager, the day and year first above written.

Signed, sealed and delivered in the presence of:

TURNERS COVE DEVELOPMENT, LLC

William Moore

By: *Tracy Young*
Tracy Young, Manager



MARVIN A. FENTRESS
Savannah, Georgia
2002

Clock#: 210808
FILED FOR RECORD

11/13/2001 10:37am

PAID: 14.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

STATE OF GEORGIA
COUNTY OF CHATHAM

Return to: Marvin A. Fentress, Esq.
Oliver Maner & Gray LLP
218 W. State St.
Savannah, GA 31401

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Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records.

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

THIS INSTRUMENT made this 12th day of November 2001 by Turners Cove Development, LLC (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, the Developer previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records (the "Declarations"); and

WHEREAS, the Developer previously subjected Phase 2 of Turners Cove to the Declarations by recording a First Amendment to the Declarations, recorded in Deed Book 214-H, page 394, Chatham County records; and

WHEREAS, the Developer previously subjected Phase 3 of Turners Cove to the Declarations by recording a Second Amendment to the Declarations, recorded in Deed Book 219-A, page 156, Chatham County records; and

WHEREAS, the Developer previously subjected Phase 4 of Turners Cove to the Declarations by recording a Third Amendment to the Declarations, recorded in Deed Book 224-P, page 742, Chatham County records; and

WHEREAS, the Developer intends to subject Phase 4-A of Turners Cove to the Declarations by recording a Fourth Amendment to the Declarations in the Chatham County records; and

WHEREAS, the Declarations provide that the Developer may subject additional property to the Declarations by recording an amendment to the Declarations; and

WHEREAS, the Developer wishes to add Phase 4-B of Turners Cove to the Declarations.

NOW, THEREFORE, the Developer declares that the Subject Property under the Declarations shall also include the property identified as Phase 4-B on that certain plat dated October 2, 2001, prepared by Kern-Coleman & Co., titled "Turners Cove Phase 4-B," as recorded in Subdivision Map Book 22-S, page 77, Chatham County records.

IN WITNESS WHEREOF, the Developer has caused this Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., to be executed by its duly authorized Manager, the day and year first above written.

Signed, sealed and delivered in the presence of:
Scott M. Moore
Witness

TURNERS COVE DEVELOPMENT, LLC

By: Tracy Young
Tracy Young, Manager

Marvin A. Ferriess
Notary Public



MARVIN A. FERRIESS
Notary Public, Chatham County, Ga.
My Commission Expires July 12, 2002

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CONSENT OF LENDER

Branch Banking and Trust Company, holder of a Security Deed on the Subject property recorded at Deed Book 218-U, page 313, Chatham County records, hereby consents to inclusion of the Phase 4-B property under the described Declarations.

BRANCH BANKING & TRUST COMPANY

By: [Signature]
Title: Vice President

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Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public



RONALD P. WELLER
Notary Public, Chatham County, Georgia
My Commission Expires June 30, 2002

Clock#: 473364
FILED FOR RECORD

11/26/2003 02:59pm

PAID: 12.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

STATE OF GEORGIA

Return to: Marvin A. Fentress, Esq.
Oliver Maner & Gray LLP
218 W. State St.
Savannah, GA 31401

COUNTY OF CHATHAM

Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records.

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

THIS INSTRUMENT made this 14th day of November 2003 by Turners Cove Development, LLC (hereinafter called the "Developer"),

WITNESSETH:

WHEREAS, the Developer previously subjected several phases of Turners Cove to that certain Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, page 654, Chatham County records (the "Declarations") (capitalized terms used and not otherwise defined herein shall have the meaning ascribed in the Declarations); and

WHEREAS, the Declarations specify in Section 8.16 that certain portions of the docks located at Turners Cove shall be Common Area, while other portions shall constitute Permanent Area; and

WHEREAS, the Declarations specify that the division of the docks into Common Area and Permanent Area shall be as depicted on a plat recorded at Subdivision Map Book 26-S, page 50, Chatham County records; and

WHEREAS, conveyance of the Common Area by the Developer to the Association, including the docks, has not yet occurred; and

WHEREAS, the Declarations provide in Section 4.1 that the Developer may make changes to the dimensions of the Common Area until such time as said Common Area is deeded to the Association; and

WHEREAS, changes were proposed to the portions of the docks located at Turners Cove that constitute Common Area and Permanent Area, and the Developer approved such changes; and

WHEREAS, at a meeting of the homeowners of Turners Cove held on February 5, 2001, more than seventy-five percent (75%) of Unit owners approved the proposed changes; and

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089

WHEREAS, the changes in the designation of the docks are not reflected certain plats recorded in connection with Turners Cove; and

WHEREAS, the Developer wishes to provide a recorded reference to the correct depiction of the docks.

NOW, THEREFORE, the Developer declares that the portion of the Turners Cove docks designated Permanent Area is as shown on a plat recorded at Subdivision Map Book 26-S, page 50, Chatham County records.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized Manager, the day and year first above written.

Signed, sealed and delivered in the presence of:

Christina P. Smith
Witness

TURNERS COVE DEVELOPMENT, LLC

By: *Tracy Young*
Tracy Young, Manager

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W. A. Fentress
Notary Public
Comm. Exp. 7/15/05
PUBLIC
CHATHAM COUNTY, GA

CONSENT OF LENDER

Branch Banking and Trust Company, holder of a Security Deed on the Subject property recorded at Deed Book 218-U, page 313, Chatham County records, hereby consents to the foregoing modifications.

BRANCH BANKING & TRUST COMPANY

Donald D. Martin, V.P.
By: *Vice President*
Title:

Signed, sealed and delivered in the presence of:

Brenda Nease
Witness

W. A. Fentress
Notary Public
Comm. Exp. 7/15/06
PUBLIC
CHATHAM COUNTY, GA

Clock#: 831284
FILED FOR RECORD
7/24/2006 11:47am
PAID: 12.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

LEE, BLACK, HART & ROUSE, P.C.
6555 ABERCORN ST. SUITE 208
SAVANNAH, GA 31405

DL-29153

STATE OF GEORGIA) RETURN TO Edwin R. Byck
) PO BOX 10105
COUNTY OF CHATHAM) SAVANNAH, GA 31412
(912) 233-2251

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310F 562

SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TURNER'S COVE SUBDIVISION AND
TURNER'S COVE HOMEOWNERS ASSOCIATION, INC.

THIS SUPPLEMENTARY DECLARATION is made and entered into this 14th
day of July, 2006, by TITAN CONSTRUCTION COMPANY, LLC

WITNESSETH:

WHEREAS, Turners Cove Development, LLC subjected certain real property to
the Declaration of Covenants, Conditions and Restrictions for Turners' Cove Subdivision and
Turner's Cove Homeowners Association, Inc. on December 29, 1999, and recorded in the Office
of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 209F,
Page 654 and the amendments thereto (the "Declaration"); and

Whereas, Titan Construction Company, LLC obtained all rights, title and interest that
Turners Cove Development, LLC had as Developer and Class B member under and pursuant to
the Declaration, said transfer recorded in the Office of the Clerk of Superior Court of Chatham
County, Georgia in Deed Book 290B Page 46 ; and

Whereas, The Declaration provides that the Developer may subject additional property to
the Declaration by recording an amendment to the Declaration; and

Whereas, the Developer now desires to add the property identified as Lot 11 on that
certain Plat dated July 11, 2006 prepared by Terry Mack Coleman titled "Turner's Cove Phase 5
(Lot Number 11) Subdivision Plat of Part of Tract "A & F" of a Combination of Biggs Property,
M.E. Boyd Property, and a portion of Lot B, Walthour Subdivision, Wilmington Island 5th GMD,
Chatham County, State of Georgia as recorded in **Subdivision Map Book 36S Pages 20A-B**
Chatham County, Georgia Land Records (the "Subject Property") to the Declaration;

NOW, THEREFORE, Developer hereby declares that the Subject Property be made
thereto shall be held, transferred, sold, conveyed and occupied subject to the covenants,
restrictions, easements, charges and liens set forth in the Declaration of Covenants, Conditions
and Restrictions for Turners' Cove Subdivision and Turner's Cove Homeowners Association,

Inc. December 29, 1999, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 209F, Page 654 and any and all amendments thereto.

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BOOK

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto caused this instrument to be executed as of the day and year first above written as the date hereof

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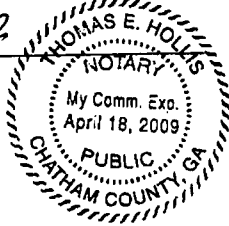
TITAN CONSTRUCTION COMPANY, LLC

By: *Anthony D. Adams*
Anthony D. Adams, Member

Executed in the presence of:

Delena E. Elwell
Witness

Thomas E. Hollis
Notary Public



Clock#: 1312456
FILED FOR RECORD
2/24/2011 11:00am
PAID: 14.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Cole & Fleming, P.C.
Attorneys at Law
337 Commercial Drive, Suite 500
Savannah, GA 31406

BOOK
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367 Y 044

Return to Robin Phillips, Esq
Weisman, Nowack, Curry & Wilco, P.C
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326

Index in Grantor Index Owner's Name(s):
Titan Construction Company, LLC
Index in Grantor and Grantee Index Under:
William D. Hutcherson
Cross Reference to Owner Warranty Deed:
Deed Book 326U Page: 666 et seq
Cross Reference to Declaration for Turner's Cove:
Deed Book 209F, Page 654

OWNER CONSENT AND SUBMISSION OF LOT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned owner, William D. Hutcherson, (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within Turners Cove located in Chatham County, Georgia, located at 21 Wyndham Court, Savannah, Georgia 31410, and more particularly shown as Lot 21, Turners Cove Subdivision, Phase 5 as located on the Proposed Subdivision Plat of Part of Tract A & F dated April 8, 2005 recorded in Plat Book 27P, Page 32, Chatham County, Georgia records, as amended (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner now desires to submit Owner's Property, without limitation, to the Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. recorded in Deed Book 209F, Page 654, et seq., Chatham County, Georgia records ("Declaration") as a permanent member of Turners Cove Homeowners Association, Inc. ("Association");

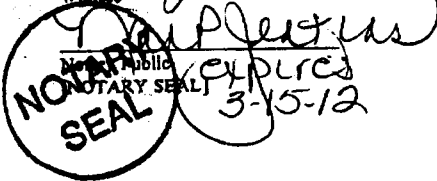
NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

Signed, sealed and delivered this
24 day of Feb, 2011

Christy D. [Signature]
Witness

William D. Hutcherson
William D. Hutcherson

William D. Hutcherson
Print Full Name



888029 1 (15019.02)

Whereas, the Developer now desires to add Phase 5 lots developed or to be developed inclusive of all Lots and property intended for development as lots identified on that certain Plat dated July 11, 2006 prepared by Terry Mack Coleman titled "Turner's Cove Phase 5 Subdivision Plat of Part of Tract "A & F" of a Combination of Biggs Property, M.E. Boyd Property, and a portion of Lot B, Walthour Subdivision, Wilmington Island 5th GMD, Chatham County, State of Georgia as recorded in Subdivision Map Book 36-S, pages 29A-B and as may be further shown on Subdivision Map Book 36-S, page 58A-B Chatham County, Georgia Land Records (the "Subject Property") to the Declaration;

NOW, THEREFORE, Developer hereby declares that the Subject Property be made thereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions for Turners' Cove Subdivision and Turner's Cove Homeowners Association, Inc. December 29, 1999, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Record Book 209E, Page 654 and any and all amendments thereto.

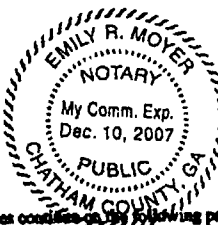
IN WITNESS WHEREOF, the undersigned, being the Developer and the undersigned Lot Owners herein, has herunto caused this instrument to be executed as of the day and year first above written as the date hereof.

TITAN CONSTRUCTION COMPANY, LLC

By: [Signature]
Anthony D. Adams, Member

Executed in the presence of:

[Signature]
Witness
[Signature]
Notary Public



(Signatures continue on the following page.)

Notary Public License - Commission Expires: 12/10/2007

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PAGE 296

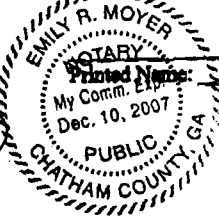
CONTINUATION PAGE
OF LOT OWNER(S) ADOPTING
THE SUPPLEMENTARY DECLARATION OF COVENANTS
ATTACHED HERETO

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

Owner(s) of Lot No.: A
Street Address: 8 Paddington Circle
Savannah Ga 31410

[Signature]
Witness
[Signature]
Notary Public

[Signature] (L.S.)
Printed Name: TINA RAULS
[Signature] (L.S.)



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3321 297

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

Owner(s) of Lot No.: _____
Street Address: _____

Witness

Printed Name: _____ (L.S.)

Notary Public

Printed Name: _____ (L.S.)

(Signatures continue on the following pages.)

© 2007 Titan Construction Company, LLC. Titan Construction Company, LLC

THOMAS J. MAHONEY, JR.
ATTORNEY AT LAW
POST OFFICE BOX 786
SAVANNAH, GA 31402

Clock#: 1445417
FILED FOR RECORD
8/31/2012 01:42pm
PAID: 194.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

BOOK
380 K
PAGE
873

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Return to: Thomas J. Mahoney, Jr.
Ranitz Mahoney Mahoney & Pace, PC
P. O. Box 786
Savannah, GA 31402

Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 30th day of August, 2012, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

WITNESSETH:

WHEREAS, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

WHEREAS, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

WHEREAS, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration; and

WHEREAS, Article 8, Section 8.4 of The Declaration provided that the Declaration may be amended at any time by an instrument signed by members of the Association then entitled to

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cast at least 67% of the votes of each class of member of the Association; and provided, however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

WHEREAS, the Board of Directors of the Turners Cove Homeowners Association, Inc. sent notice to all property owners at least 30 days in advance of a meeting scheduled for September 13, 2011 setting forth three proposed Covenant changes with Board recommendations affixed, and

WHEREAS, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on September 13, 2011; and

WHEREAS, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

WHEREAS, through inadvertence, this Sixth Amendment reflecting such changes was not recorded in the aforesaid Clerk's Office immediately following said vote; and

WHEREAS, it is the purpose of this Sixth Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

NOW, THEREFORE, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 5.6 Equality of Assessment Among Residential Units; Exemption of Association Officers. is hereby amended by deleting therefrom the last sentence reading:

"In addition, the directors of the Association may, in accordance with the Association's bylaws, waive all or a portion of the monthly assessment (but not a special assessment) for any officer of the Association."

The remaining portion of Section 5.6 is hereby restated as if repeated herein verbatim.

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2. Section 8.8 Animals and Pets. The last two sentences of said Section reading:

“All animals must be leashed and Owners are required to clean up after their pet in the Common Areas. No Owner may keep in any Residential Unit any swine, domestic or otherwise, or more than two dogs or three cats or birds.”

are deleted in their entirety and substituted in lieu thereof is the following:

“All animals, except cats, must be leashed and Owners are required to clean up after their pet in the Common Areas. Cats must have a collar and identification tag. Cats must be registered with the Grounds and Landscaping Committee which can impose other reasonable restrictions. No Owner may keep in any Residential Unit any swine, domestic animal or otherwise, or more than two dogs or three cats or birds.”

The remaining portion of Section 8.8 is hereby restated as if repeated herein verbatim.

3. Section 8.11 Garden Structures, Exterior Antennas and Satellite Dishes. The last sentence of said Section reading:

“No exterior television, radio or other antennae or satellite dishes may be placed on the Residential Units, including but not limited to the roof thereof, except for a single dish on the roof of each building installed by the Developer.”

is deleted in its entirety and substituted in lieu thereof is the following:

“No exterior television, radio or other antenna or device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community, provided, direct broadcast satellite (“DBS”) antennas and multi-channel, multi-point distribution services (“MMDS”) one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulation of the Federal Communication Commission (“FCC”) and the Association. As to such allowed devices, they shall be installed in the least conspicuous location available on the Residential Unit that permits reception of an acceptable quality signal and the placement must, unless otherwise provided by the Board, be approved by the Board or its designee before installation.”

The remaining portion of Section 8.11 is hereby restated as if repeated herein verbatim.

4. Attached hereto and marked collectively as Exhibit “A” are the original signatures of the votes of the Owners and/or the original signatures of proxy granting another Owner or Owners to express and vote on the proposal.

5. Except as amended herein, all provisions of the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. previously promulgated and recorded by the original Declaration and any Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

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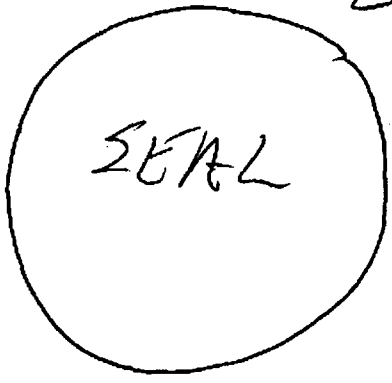
TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

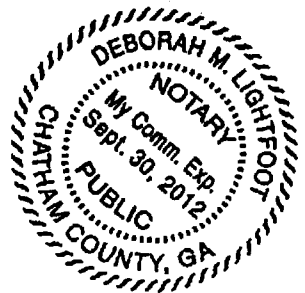
Attest: [Signature]
Secretary

Signed, sealed and delivered
In the presence of:

[Signature]



[Signature]
Notary Public, Chatham County, GA



THOMAS J. MAHONEY, JR.
ATTORNEY AT LAW
POST OFFICE BOX 786
SAVANNAH, GA 31402

Clock#: 1452798
FILED FOR RECORD
9/28/2012 02:01pm
FAD: 182.00
Daniel W. Massey, Clerk
Superior Court of Chatham County
Chatham County, Georgia

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STATE OF GEORGIA)
)
PC
COUNTY OF CHATHAM)

Return to: Thomas J. Mahoney, Jr.
Ranitz Mahoney Mahoney & Pace,
P. O. Box 786
Savannah, GA 31402

Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 24th day of September, 2012, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

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WITNESSETH:

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WHEREAS, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

WHEREAS, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

WHEREAS, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration; and

WHEREAS, Article 8, Section 8.4 of The Declaration provided that the Declaration may be amended at any time by an instrument signed by members of the Association then entitled to cast at least 67% of the votes of each class of member of the Association; and provided, however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

WHEREAS, the Board of Directors of the Turners Cove Homeowners Association, Inc. sent notice to all property owners at least 30 days in advance of a meeting scheduled for August 30, 2012 setting forth proposed Covenant changes, and

WHEREAS, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on August 30, 2012; and

WHEREAS, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

WHEREAS, it is the purpose of this Seventh Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

NOW, THEREFORE, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 8.16 Docks and Usage and subsections (a), (b) and (c) thereof are deleted in their entirety and inserted in lieu thereof the following:

Section 8.16 Docks and Usage: The Common Area includes docks as shown on the Plat for Phase 5, dated June 6, 2007. This Common Area, including such docks, is for residents and their guests only. In accordance with the Georgia Property Owners Act, O.C.G.A. § 44-3-225, any common expenses benefitting less than all the lots shall be specially assessed equitably against all the lots so benefitted as determined by the Association. Association is responsible for all utilities, maintenance and upkeep of the docks and will promulgate rules and regulations further governing their use as necessary subject to the terms listed below. The docks shown on plat dated June 14, 2007 are divided into two categories as set forth herein:

“(a) Portions of the docks marked “Permanent Area” on the plat dated June 14, 2007 may be sold or leased, but only to Owners. If an Owner purchases a portion of a dock in the Permanent Area by an agreement of Conveyance of Dock Interest, such Owner’s interest in the docks may be transferred, but only to another Owner in Turners Cove. If an Owner conveys the Residential Unit titled in the name of said Owner without separately disposing of any interest in the dock, such interest will automatically pass with the Residential Unit.

“(b) If a portion of the docks in the Permanent Area is leased, all leased income may be retained by the Conveyance of Dock Interest owner after notifying in writing the Dock Committee and Board of Turners Cove terms of the lease.

“(c) Any owner purchasing a Conveyance of Dock Interest, or leasing a portion of the docks shall be entitled to access thereto across the remaining portion of the docks and shall be entitled at a reasonable rate set by the Dock Committee of the Association to the use of water and electricity.”

2. Section 8.16 Docks and Usage, subsection (f) is amended to delete the words and figures “twenty-four (24)” and insert and substitute in lieu thereof the words and figures “seventy-two (72).”

3. Section 8.16 Docks and Usage is amended to add the following subsection (g) to read as follows:

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“Section 8.16 Docks and Usage:

“(g) Maintenance costs will be split between the Conveyance of Dock Interest Agreement Owners and the Association on a 50-50 basis. If damages can reasonably be ascribed to a particular slip, that Owner alone shall pay 50 percent of repair cost. If damage cannot be ascribed to a particular slip then, in the best judgment of the Dock Committee of the Association, all Owners will be assessed a pro-rata share of half the repair costs. If pilings have to be replaced all Owners will be assessed a pro-rata share of half the repair cost, based on the number of feet each owns, compared to the total usable linear feet of the outside of each finger. If pilings have to be replaced, all Conveyance of Dock Interest Owners will be assessed a pro-rata share of half the repair costs. Notwithstanding the above, if a current Conveyance of Dock Interest Owner has a Conveyance of Interest Agreement exempting him from paying half the maintenance costs, then the agreement will be honored, but only as long as the Owner continues to reside in Turners Cove and owns the slip.”

4. Section 8.16 Docks and Usage is amended to add the following subsection (h) to read as follows:

“Section 8.16 Docks and Usage:

“(h) The Dock Committee and the Board of Directors of the Association shall be empowered to enact reasonable rules and regulations for the efficient and safe management of the docks. Such powers include, but are not limited to, setting rates for utilities and creating a plan and budget for routine maintenance.”

5. Section 8.16 Docks and Usage is amended to add the following subsection (i) to read as follows:

“Section 8.16 Docks and Usage:

“(i) The two southernmost permanent docks, when they revert from exclusive use by the current users, will be either leased for a specific period of time to Turners Cove unit owners or kept as common area. The fees collected shall be deposited in a special Dock Maintenance Account.”

6. The remaining portions of Section 8.16 are hereby restated as if repeated herein verbatim.

7. Attached hereto and marked collectively as Exhibit “A” are the original signatures of the votes of the Owners and/or the original signatures of proxy granting another Owner or Owners to express and vote on the proposals.

8. Except as amended herein, all provisions of the Declaration of Covenants, **BOOK: 381E Page: 237 Seq: 4**

Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. previously promulgated and recorded by the original Declaration and any Amendments thereto shall remain in full force and effect.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

TURNERS COVE HOMEOWNERS
ASSOCIATION, INC.

By: *Michael P. D'Amico*
President

Attest: *J. Ann K. Schwartz*
Secretary

Signed, sealed and delivered
In the presence of:

Thomas J. Mahoney Jr.

Deborah M. Lightfoot
Notary Public, Chatham County, GA



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Doc ID: 029217040004 Type: COVE
Recorded: 11/16/2015 at 09:48:46 AM
Fee Amt: \$18.00 Page 1 of 4
Chatham, Ga. Clerk Superior Court
Daniel Massey Clerk Superior Court

BK 673 PG 434-437

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Return to: Frank E. Jenkins, III
Jenkins & Bowen, P.C.
11 Cedar View Drive
Savannah, GA 31410

Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 21st day of October, 2015, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

WITNESSETH:

WHEREAS, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

WHEREAS, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

WHEREAS, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration; and

WHEREAS, Article 8, Section 8.4 of the Declaration provided that the Declaration may be amended at any time by an instrument signed by member of the Association then entitled to cast at least 67% of the votes of each class of member of the Association; and provided,

however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

WHEREAS, the Board of Directors of the Turners Cove Homeowners Association, Inc. sent notice to all property owners at least 30 days in advance of a meeting scheduled for September 14, 2015, setting forth three proposed Covenant changes with Board recommendations affixed, and

WHEREAS, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on September 14, 2015; and

WHEREAS, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

WHEREAS, it is the purpose of this Eighth Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

NOW, THEREFORE, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 4.4 Exterior Maintenance, which reads as follows, shall be deleted in its entirety:

The exterior of all Residential Units, including painting of exterior walls and roof repair, will be the responsibility of the Association. No Owner may alter the appearance of the exterior of any Residential Unit.

2. The following Section 4.4 Exterior Maintenance having thus been duly adopted as provided above shall be inserted in lieu of the previously deleted provisions of Section 4.4 Exterior Maintenance as follows:

The Association at its expense shall maintain the surfaces of the exterior Residential Unit sidings within the Turners Cove Subdivision. The Association shall maintain, repair and replace the roofs as needed. Maintenance, repair and replacement of glass

surfaces shall be the responsibility of and at the expense of the Owner of the Residential Unit. As required by the Association and under its direction, the owner of a Residential Unit shall at his/her expense repair or replace any siding on his/her Residential Unit, including, but not limited to, replacement and repair of any brick, stucco, or wood siding. The Association at its expense and in its sole discretion shall refinish, repaint and caulk the exterior building finishes of the Residential Units as needed. The Association shall have the sole authority to select and maintain the exterior color scheme for all Residential Units, buildings and structures, and no Owner shall alter the appearance of the exterior of any Residential Unit.

- 3. The last sentence of Section 7.4 Owners Responsibility, which reads as follows, shall be deleted in its entirety:

Any exterior refinishing will be done by the Association at the expense of Owner.

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

TURNERS COVE HOMEOWNERS ASSOCIATION, INC.

By: Bruce Thomas Jacobs
Bruce Thomas Jacobs, President

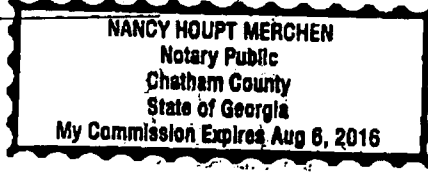
Attest: Cheshire Whitledge Secretary
Cheshire Whitledge, Secretary

Signed, sealed and delivered
In the presence of:

Nancy Houghton Mearns
Witness

Sworn to and subscribed before me,
this 21st day of October, 2015.

Notary Public, Chatham County, GA
My Commission Expires: _____





Doc ID: 030516250005 Type: COVE
Recorded: 07/26/2017 at 10:39:40 AM
Fee Amt: \$20.00 Page 1 of 5
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

BK **1135** PG **797-801**

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

Return to: Frank E. Jenkins, III
Jenkins & Bowen, P.C.
15 South Public Square
Cartersville, GA 30120

Note to Clerk: Cross-reference to Declaration of Covenants, Conditions, and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc., recorded in Deed Book 209-F, Page 654, Chatham County Records.

**NINTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR TURNERS COVE SUBDIVISION
AND TURNERS COVE HOMEOWNERS ASSOCIATION, INC.**

THIS INSTRUMENT made this 29th day of June, 2017, by Turners Cove Development, LLC, acting by and through Turners Cove Homeowners Association, Inc., as successor to the Developer (hereinafter called the "Developer").

WITNESSETH:

WHEREAS, Turners Cove Development, LLC as the Developer, previously subjected Phase 1 of Turners Cove to that certain Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision and Turners Cove Homeowners Association, Inc. which was recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 209-F, Page 654 (the "Declaration");

WHEREAS, thereafter, the Developer subjected additional Phases of Turners Cove Subdivision to said Declaration by recording Amendments thereto in the aforesaid Clerk's Office; and

WHEREAS, thereafter, the Developer relinquished all right, title and control of the Subdivision to Turners Cove Homeowners Association, Inc. in accordance with said Declaration; and

WHEREAS, Article 8, Section 8.4 of the Declaration provided that the Declaration may be amended at any time by an instrument signed by members of the Association then entitled to cast at least 67% of the votes of each class of member of the Association; and provided,

however, that any such Amendment of the Declaration must be in full compliance with all applicable laws and regulations, including the zoning ordinances applicable to the Subject Property and any Covenants affecting the Subject Property recorded in the Chatham County, Georgia records, and that such Amendment would not become effective until the instrument evidencing such change had been duly filed for record in the Office of the Clerk of the Superior Court of Chatham County, Georgia. Written notice of any proposed Amendment was required to be sent to every member at least 30 days in advance of any action taken. Every purchaser or grantee of any interest in the Subject Property by acceptance of a Deed or other conveyance thereof agreed that the Declaration could be amended as provided in said Section and Article; and

WHEREAS, the Board of Directors of the Turners Cove Homeowners Association, Inc. sent notice to all property owners at least 30 days in advance of a meeting scheduled for June 29, 2017, setting forth three proposed Covenant changes with Board recommendations affixed, and

WHEREAS, said meeting of the members of the Turners Cove Homeowners Association, Inc. was conducted and held on June 29, 2017; and

WHEREAS, at said meeting, those entitled to vote, either in person or by proxy, signed their vote and approved Covenant changes by a percentage in excess of 67% of all owners; and

WHEREAS, it is the purpose of this Ninth Amendment to reflect the results of said vote and by the signatures affixed hereto of the President and Secretary of the Turners Cove Homeowners Association, Inc., they hereby attest that said vote was taken and the changes were approved by the owners and the owners' signatures are affixed hereto as required by said Declaration:

NOW, THEREFORE, the Turners Cove Homeowners Association, Inc., as successor to said Developer, declares that the Subject Property under the Declaration shall be amended as follows:

1. Section 4.4 Exterior Maintenance, which reads as follows, shall be deleted in its entirety:

The Association at its expense shall maintain the surfaces of the exterior residential unit sidings within the Turners Cove Subdivision. The Association shall maintain, repair and replace the roofs as needed. Maintenance, repair and replacement of glass surfaces shall be the responsibility of and at the expense of the owner of the residential unit. As required by the Association and under its direction, the owner of a residential unit shall at his/her expense repair or replace any siding on his/her residential unit, including but not limited to, replacement and repair of any brick, stucco, or wood siding. The Association at its expense and in its sole discretion shall refinish, repaint and caulk the exterior finishes of the residential units as needed. The Association shall have sole authority to select and maintain the exterior color scheme for all residential units, buildings and structures, and no owner shall alter the appearance of the exterior of any residential unit.

2. The following Section 4.4 Exterior Maintenance having thus been duly adopted as provided above shall be inserted in lieu of the previously deleted provisions of Section 4.4 Exterior Maintenance as follows:

The Association shall maintain, repair and replace the roofs as needed due to normal wear and tear. Maintenance, repair and replacement of glass surfaces due to normal wear and tear shall be the responsibility of and at the expense of the Owner of the Residential Unit. As required by the Association and under its direction, the owner of a Residential Unit shall at his/her expense repair or replace any siding on his/her Residential Unit, including, but not limited to, replacement and repair of any brick, stucco, or wood siding due to normal wear and tear. The Association at its expense and in its sole discretion shall refinish, repaint and caulk the exterior building finishes of the Residential Units as needed due to normal wear and tear. Maintenance and repair of the interior of the Residential Unit shall be the sole responsibility and at the expense of the Owner. The Association shall have the sole authority to select and maintain the exterior color scheme for all Residential Units, buildings and structures, and no Owner shall alter the appearance of the exterior of any Residential Unit except as approved by the Association.

3. The following shall be added to Section 7.3 Guaranteed Replacement Cost Endorsement:

(g) add the Association as an additional insured in the policy.

4. Section 7.4 Owners Responsibility, which reads as follows, shall be deleted in its entirety:

It is the unqualified duty of each Owner to build and/or repair any damage to such Owner's Residential unit, in strict accordance with the construction standards and architectural oversight of the Association. The Association shall have an interest in the insurance proceeds for each Residential Unit until such repairs are made, and the Owner agrees to endorse his homeowner policy to the Association as a Mortgagee under a Standard Mortgagee Endorsement. The obligation to rebuild or repair shall not be compromised by the provision of any mortgage encumbering a residential Unit.

5. The following Section 7.4 having thus been duly adopted as provided above shall be renamed Section 7.4 Responsibility for Repair of Damage to Residential Units and inserted in lieu of the previously deleted provisions of Section 7.4 Owners Responsibility as follows:

Except as otherwise provided in this Section, it shall be the unqualified duty and obligation of each Owner to repair and replace any damage to the residential unit regardless of the extent to which insurance proceeds are available to repair and replace any damage, except that all such repairs shall be subject to the approval of the

Association and in strict accordance with construction standards and architectural oversight of the Association. Repairs and replacement of damages to roofs shall be the responsibility and under the control and direction of the Association, except that the cost and expense of such repairs shall be responsibility of the Owner. Damage to the residential unit as used in these Declarations shall mean physical loss or injury to a residential unit, including roofs, caused by events or forces, such as, but not limited to, fire, storms, including lightning, wind, flood, falling objects, water intrusion, acts of God, or other similar events or forces other than normal wear and tear. Costs and expenses for repair or replacement of damage to a common roof extending over more than one Residential Unit shall be allocated, as determined in the sole discretion of the Association, among the Residential Units affected by such damage. Other than damages to roofs as set forth herein, it shall be the responsibility of and at the expense of the Association to repair or replace the common roofs as necessary due to normal wear and tear.

The Association shall have the sole authority to select and maintain the exterior color scheme for all Residential Units, buildings and structures, and no Owner shall otherwise alter the appearance of the exterior of any Residential Unit, except as approved by the Association.

The association shall have financial interest in any insurance proceeds payable for damage to a residential unit. An Owner shall name the Association as an additional insured under the applicable homeowners' policy and, if requested by the Association, shall assign all benefits payable for damage to the residential unit as security for repairs to a residential unit.

The obligation to rebuild or repair a residential unit shall not be compromised by the provisions of any mortgage encumbering a residential unit.

IN WITNESS WHEREOF, Turners Cove Homeowners Association, Inc. has caused this Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Turners Cove Subdivision to be executed by its duly authorized officers, the day and year first above written.

TURNERS COVE HOMEOWNERS
ASSOCIATION, INC.

By: Karen Read O'Neill
President

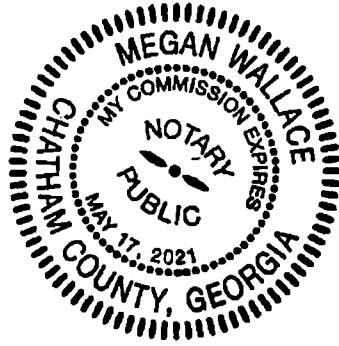
Attest: Liana Lu Chy
Secretary

Signed, sealed and delivered
In the presence of:

Debra Caroli Brunner
Witness

Sworn to and subscribed before me,
this 5 day of July, 2017:

Megan Wallace
Notary Public, Chatham County, GA
My Commission Expires: May 17 2021



Drummond and Associates Title Service, Inc.

Invoice

803 Southbridge Blvd.
Savannah, Georgia 31405

Phone # 912-596-2634 drumtitle@bellsouth.net

Invoice #: 1421
Invoice Date: 9/18/2017
Due Date: ~~9/18/2017~~
Project: 10/18/17
P.O. Number:

Bill To:

JENKINS & BOWEN
FRANK E JENKINS, III
15 SOUTH PUBLIC SQUARE
CARTERSVILLE, GA 30120

Date	Description	Amount
9/21/2017	Turners Cove Amendments to Covenants & Restrictions	37.00

Total	\$37.00
Payments/Credits	\$0.00
Balance Due	\$37.00