

Amended and Recorded 2006

STATE OF GEORGIA
COUNTY OF BULLOCH

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

THIS DECLARATION OF PROTECTIVE COVENANTS, made, and published this 31st day of August, 1987, by the owners of a Development known as OAK POINTE hereinafter referred to as "Developer" located in the 20th G. M. District of Bryan County, Georgia.

WITNESSETH

WHEREAS, the owners of a tract of land containing 89.7 acres according to a plat of survey by Lamar O. Reddick & Associates, dated July 23, 1975, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Plat Slide 357, page 2, which plat by this reference is incorporated herein and made a part hereof, and is hereinafter referred to as the "Plat".

WHEREAS, it is to the interest and advantage of the Developer and to each and every person, corporation, partnership, or other-entity who shall hereafter purchase any Lot in the Subdivision, that certain protective covenants and restrictions governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land, and,

WHEREAS, Developer had deemed it desirable for the efficient control and preservation of the values of the Subdivision to create an agency to which should be delegated and assigned the powers of reviewing plans, thereby enforcing these covenants and restrictions; and,

WHEREAS, it is to the interest and advantage of the Developer and to each and every person, corporation, partnership, or other entity who shall hereafter purchase any Lot in the Subdivision, to establish a Homeowners Association for the Subdivision for various administrative activities and maintenance and to provide for annual Homeowners Association.

WHEREAS, The Developer has notified the Oak Pointe Homeowners' Association, (hereinafter referred to as "OPHA") by Letter of Transfer for the assignment of authority and responsibility for Covenants for Oak Pointe Subdivision, as described herein, on the 18th day of October 2004. Letter of Transfer is included with these amendments as EXHIBIT [A].

NOW, THEREFORE, FOR AND IN consideration of the premises and of the benefits to be derived by said Developer and each and every subsequent owner of any Lot in the Subdivision, Developer does hereby set up, establish, promulgate and declare the following protective covenants and restrictions (hereinafter the referred to as "Covenants") to apply to all of the Lots in the Subdivision, and to all owners hereafter owning one or more of said Lots, to wit:

1. LAND USE AND BUILDING TYPE

- (a) No structure on any Lot shall be used for any purpose other than single family private residential use;
- (b) Only one (1) single family building, not to exceed two (2) stories in height, shall be erected on any Lot. One (1) single family building may be erected on more than one (1) Lot, but any variance from the setback lines, by reason thereof, must be approved in writing by the Oak Pointe Homeowners Association Board of Directors (hereinafter referred to as "OPHA/BOD");
- (c) Any building erected upon any lot shall be fully completed within twelve (12) months from the date that construction commences on said building;

- (d) Garages must either be a part of the main residential building or be attached to the main residential building by a roof and have side or rear entrances. Unless specifically approved by the OPHA/BOD.

2. ARCHITECTURAL CONTROL

The Architectural Review Committee (hereinafter referred to as "ARC") shall consist of three members who shall be designated by OPHA/BOD. The address for purpose of notice under the covenants shall be P. O. Box 2752, Richmond Hill, Georgia 31324. The ARC shall review and process all requests pertaining to landscaping, new construction and additions as outlined in these Covenants and report their findings with recommendations in writing to the OPHA/BOD for final resolution. This process shall not exceed thirty (30) days from the date the owner provides the documentation as indicated in Article [2] Section [d] of the Covenants.

- (a) Any change or addition to the ACC Guidelines shall be voted upon and approved by the OPHA membership.
- (b) No residence, temporary structure, antenna, fuel tank, well, sign, skate board ramp, dock, driveway, fence, screening device, or other improvement not limited to the aforementioned shall be erected, placed or altered on any Lot unless the items listed in Section [d] below have been submitted to and approved by the OPHA/BOD as to conformity and harmony of external design and general quality with the existing standards of the neighborhood, and as to location of any improvement with respect to topography and finished ground elevations;
- (c) The ARC shall also have the power to promulgate Architectural Guidelines and Review Procedures. These Guidelines and Procedures shall be followed in the approval process of the ARC;
- (d) An owner desiring to erect or alter any of the items listed in Section (b) above on a Lot shall first submit the following items to the ARC:
 - (I) Two (2) copies of the construction plans and specifications drawn to scale which show all four (4) elevations and all floor plans. The specifications must also include exterior colors and finishes, roof pitch and name and color of roof shingles;
 - (II) A proposed landscape plan;
 - (III) A plot plan showing the location of all proposed improvement on the Lot;
- (e) The ARC's recommendation, as required by the Covenants, shall be in writing to the OPHA/BOD. In the event the OPHA/BOD fails to approve or disapprove the items listed in Section [c] above within thirty (30) days after the same have been submitted to it, and the stake out as required in Subparagraph [g] below has been completed, approval will not be required and the approval of the OPHA/BOD shall be deemed to have been given; provided, however, that such failure to disapprove shall not be deemed to waive compliance with the Covenants as to other matters and future events. If such approval is not sought, and construction of any such improvements is commenced, suit to enjoin completion of construction may be brought at any time prior to the completion of such improvements;
- (f) No alterations affecting the exterior appearance of any building, driveway, screening device, or other improvement on any Lot shall be made without final approval by the OPHA/BOD as provided in the Covenants;
- (g) After the items outlined in Article [2] Section [d] above have been delivered to the ARC, said Committee shall inform OPHA/BOD in writing. After preliminary approval has been granted by the OPHA/BOD, the owner must stake out the house on the Lot and such stake out must be reviewed by the ARC and their findings reported to the OPHA/BOD prior to its granting final approval within three (3) working days.

- (h) Construction shall conform to Plot Plan. The Landscape Plan shall be implemented at the time of completion of construction. There is no warranty and shall be no warranty by the ARC and OPHA/BOD of any work, construction, installation or structure as to workability, merchantability, adaptability, or safety of any structure approved by them. The ARC is for the purpose of establishing aesthetic cohesiveness of the community and makes no representations or warranties either as to the items above or the aesthetic cohesiveness of the community.

3. DWELLING SIZE

The minimum floor area of any dwelling structure exclusive of garages, boat sheds, terraces, decks, basements, attics, porches, and like areas shall be as follows:

- (a) Single story, frame, brick veneer or solid masonry, 2000 square feet,
- (b) Story and one-half, frame, brick veneer or solid masonry, ground floor, 1500 square feet, with minimum total square footage of 2100 square feet,
- (c) Two story, frame, brick veneer or solid masonry, 2500 square feet.

4. BUILDING LOCATION AND BUFFER ZONES

- (a) All structures erected on a Lot must be located within the front, rear, and side building set-back lines shown on the Plat;
- (b) In addition to the building set-back lines shown on the Plat, no structure may be erected on a Lot nearer than ten (10) feet from the side boundary line or rear boundary line of a Lot or nearer than fifty (50) feet from the front boundary line of a Lot. No residence may be erected nearer than twenty-five (25) feet from the rear boundary line;
- (c) Deviations from the setbacks as herein provided, or as set forth on the Subdivision Plat, may be made only with prior written approval of the OPHA/BOD.

5. TEMPORARY STRUCTURES

No structure of a temporary character, including but not limited to tents and mobile homes, shall be placed on a Lot at any time; provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main residential dwelling. Said construction shelters may not be used as residences or permitted to remain on a Lot after completion of construction. All temporary structures for the above use shall be removed within 12 months.

6. UNINHABITABLE STRUCTURE

No home or other structure shall be permitted to remain on any lot in an uninhabitable condition or a state of disrepair to such an extent that it makes an unsightly appearance in the neighborhood. Should such a condition occur, OPHA/BOD shall give written notice to the owner to repair or remove said structure from the premises within thirty (30) days. If same is not done, then the Architectural Committee shall contract or employ persons to repair or remove the structure from the premises and shall have a lien against the lot for said expenses.

7. WELLS

No deep well may be drilled, maintained or operated on a Lot, nor will any other drinking water supply not located in the Subdivision be used. All water will be supplied by Do—Way Water Company, Incorporated

or their successors. Cost of water supplied by Do---Way Water Company, Incorporated or their successors will be comparable to those charged by other private systems in Bryan County, Georgia.

8. PIERS, AND DOCKS--MARSHLANDS

- (a) No piers, wharves, docks, or other structures of any kind shall be erected, placed, or allowed on, in or over any creek or marsh adjacent to the Subdivision without the prior written approval of the OPHA/BOD.
- (b) The Developer does not warrant title to any marshes or the use thereof by the property owners whose Lots adjoin marsh areas.

9. SIGNS

No signs shall be displayed on a Lot except;

- (a) A sign identifying the Contractor and Architect during construction of a dwelling, provided said sign does not exceed five (5) square feet in area; and
- (b) A professionally made sign identifying the Lot dwelling for sale, provided said sign is 24" wide by 18" high, and is suspended from a sign post. Said sign cannot be located closer than eighteen (18) feet from a road.

10. LIVESTOCK AND POULTRY

- (a) No animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot, except that household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose.

11. NUISANCES AND LANDSCAPING

- (a) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood,
- (b) No business or manufacturing or commercial enterprise shall be conducted unless with approval of the OPHA/BOD.
- (c) Landscaping, shrubbery, and grass shall be maintained at all times; and no shrubbery, trees, screening, etc. shall be allowed to restrict visibility as to create traffic hazard.
- (d) All vehicles shall be licensed as required by law.

12. VEHICLES AND EQUIPMENT

- (a) Non-operable vehicles will not be permitted to remain on a Lot for more than thirty (30) days. No work other than preventative maintenance on any equipment, including but not limited to automobiles, shall be allowed on a Lot unless the equipment is within the confines of a structure.
- (b) No vehicles in excess of 24 feet in length are permitted on any Lot, including but not limited to trucks, buses, boats, motorhomes, travel trailers, campers and fifth-wheels.
- (c) Commercial materials and equipment, other than commercial vehicles as described within Article [12] Section [b], shall be stored from view of the streets and neighboring lots.

13. FUEL TANKS

No fuel tank or similar storage receptacle may be exposed to view on a Lot, and may be installed only within a structure or screened area or buried underground.

14. CLOTHESLINES, GARBAGE CANS, ETC

All clotheslines, equipment, garbage cans, service yards, rubbish, trash, garbage and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. No trash or garbage shall be thrown into the river, lagoons or inlets.

15. ALL UTILITIES SERVING PROPERTY SHALL BE INSTALLED UNDERGROUND

16. EASEMENTS

Developer reserves unto itself, its successors or assigns a perpetual, alienable and releasable ten (10) foot drainage and utilities easement, on, over and under the perimeters of each Lot for the purpose of utilities, including cables, conduits, pipes, sewers, water lines and mains, and other required equipment for electric power, telephone equipment, cable television, gas, sewer, water, drainage or other public convenience; provided further, that Developer may cut drainways for surface water within said easements, whenever such action may appear to Developer to be necessary in order to maintain reasonable standards of health. These easements expressly include the right to cut any trees, bushes, or shrubbery, make gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and maintain standards of health, safety and appearance.

17. SUBDIVISION OF LOTS

No lots shall be subdivided, or their boundary lines changed, except with the written approval of OPHA/BOD.

18. ENFORCEMENT

Enforcement of the Covenants, and actions against violations thereof, shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein, and may be brought to restrain the violation or recover damages, or both. Such action must be initiated by the OPHA/BOD in accordance with those procedures provided within the Covenants, By-laws and Rules & Regulations of Oak Pointe Homeowners Association.

19. SEVERABILITY

Invalidation of any one or more of the Covenants by judgment or court order shall in no manner affect any of the other provisions of the Covenants which shall remain in full force and effect.

20. TERMINATION AND EXTENSION OF THE COVENANTS

The Covenants shall constitute covenants and restrictions running with the land and binding on all persons claiming under and through Developer until January 1, 2007, at which time the Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the Oak Pointe Homeowners Association membership agreeing to change said Covenants in whole or in part has been recorded and filed in the Office of the Clerk of Superior Court of Bryan county, Georgia a minimum of One Hundred Eighty (180) days prior to said expiration date.

21. ADDITIONAL OR AMENDED COVENANTS

The OPHA shall have the right to amend the Covenants by a vote of two-thirds (2/3) of the voting members present at a meeting of the OPHA held subject to at least thirty (30) days written notice of the time, place, and purpose of such meeting to all members, provided a quorum is present as outlined in Article [26] Section [a] herein.

22. COMMON AREAS

Developer, or its successors or assigns, shall have the right, but not the obligation, to convey to the OPHA, any property within the Subdivision or within any additional property submitted to the Covenants, to be held and used by the OPHA as common area for the use and benefit of all Lot owners (hereinafter "Common Areas").

23. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- (a) Membership — except as otherwise provided in the Covenants, the administration of the Subdivision shall be vested in an association, to be known as Oak Pointe Homeowners Association, Incorporated (herein referred to "OPHA"). Every person who is the record owner of a fee or undivided fee interest in any Lot shall be a member of the OPHA. The foregoing is not intended to include entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership in the OPHA and each owner shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the OPHA, together with a his undivided interest in the funds of the OPHA, shall automatically cease;
- (b) Classification of Members - Members shall be divided into two classes denominated as Class A Members and Class B Members and are defined as follows:
- (I) Class A Members: Class A Members shall be all Owners as defined in Article [23], Section [a], with the addition of Homeownership on said Lot. Class A Members shall be entitled to one (1) vote for each Lot/Home in which they hold the interest required for Membership. When more than one Person holds such interest or interests in any Lot/Home, all such Persons shall be Members, and the vote for such Lot/Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot/Home. In the event Joint Owners of a Lot/Home have not determined among themselves as to the mode and manner of a vote, then, in that event, the vote associated with that Lot/Home shall be excluded.
- (II) Class B Members: Class B Member shall be Lot owners whose property is undeveloped. Class B Members shall not have voting privileges. The Class B Membership rights shall cease and be conveyed to Class A Membership upon the development of said Lot with a Home. After the happening of this event, the Class B Member shall be deemed to be a Class A Member, entitled to one (1) vote for each Lot/Home in which it holds the interest required for such membership.
- (c) Voting Rights - Members shall be all of those owners as defined in Section [a] above. Members shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (d) Application of Declaration, By-laws and Rules and Regulations All present and future owners, tenants and occupants of a Lot shall be subject to and shall comply with the provisions of the Covenants, the By-laws and Rules & Regulations of the OPHA adopted pursuant thereto, as

these instruments now exist or as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entry into occupancy of a Lot shall constitute an acceptance by such owner, tenant or occupant of the provisions or such instruments.

24. MAINTENANCE

- (a) Common Areas and Entrances — Maintenance of the entrances to the Subdivision and any Common Areas shall be the responsibility of the OPHA;
- (b) Lighting — The operation and maintenance of all street lighting in the Subdivision and lighting at the entrances to the Subdivision shall be the responsibility of the Association;

25. ASSESSMENTS

- (a) Creation of the Lien and Personal Obligation of Assessments - Each owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed, is deemed to covenant and agree to pay the OPHA:
 - (I) Annual assessments or charges, as hereinafter provided; and,
 - (II) Special assessment for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (b) The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on and a containing lien upon the Lot against which each such assessment is made. A notice claiming such lien may be filed for record by the Association in the Office of the Clerk of the Superior Court of Bryan County, Georgia, but in no event shall any claim of lien be filed until such sum has remained unpaid for more than-thirty (30) days after the same shall become due. Such a claim of lien shall also secure all assessments which come due thereafter, until the claim of lien is satisfied. Each owner shall be liable for his portion of each assessment coming due while he is the owner of a Lot and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of a conveyance, all without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall, however, be entitled to a statement from the OPHA/BOD within ten (10) days after request therefor, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Lot be subject to a lien for any unpaid assessments against a grantor in excess of the amount stated in such statement. The Purchaser of a lot at a judicial or foreclosure sale shall be liable only for assessments coming due after the date of such sale;
- (c) Purpose of Assessments — The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of the Subdivision, for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas as provided. Such assessments shall include, but shall not be limited to funds for actual costs to the Association of all administration, insurance, repairs, replacements and maintenance of any Common Areas, entrance, lighting of the Subdivision, as provided by the Covenants and as may from time to time be authorized by the Association or its Board. Other activities to be paid for by means of such assessment include management fees, grass mowing, caring for grounds, landscaping, equipment, and other charges as may be required by the Covenants or that the Association or Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of a reserve for repairs, replacements and maintenance, and ad valorem taxes;
- (d) Amount of Annual Assessments — Annual assessments for each Lot shall be fixed by a vote of a simple majority of the voting members present at a meeting held subsequent to at least thirty

(30) days written notice of the time, place and purpose of each such meeting to all members, provided a quorum is present as established in Section [f] below;

- (e) Special Assessments — Notwithstanding any annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected cost including, but not limited to, maintenance of any Common Area, entrance and lighting in the Subdivision; provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the voting members present at a meeting held subsequent to at least thirty (30) days written notice of the time, place and purpose of such meeting to all members, provided a quorum is present, as established in Subparagraph (f) below;
- (f) Quorum — At a meeting called to take any action by the OPHA, the presence at the meeting of owners or of proxies entitled to cast more than fifty (50%) percent of all votes of the OPHA shall constitute a quorum authorized to act.
- (I) If a quorum is needed for a vote and is not present at a meeting, the entire membership will be notified of a second meeting a minimum of 30 days in advance of second meeting. If at this second meeting, a quorum is still not attained, a majority of membership present will be considered the required quorum and all absences will be cast with the majority. The agenda for the second meeting will be restricted to those items of the preceding meeting that required a vote with a quorum.
- (II) No more than two (2) authorized proxies may be held by one (1) member for inclusion into a quorum count as provided by the By-laws
- (g) Date of Commencement of Annual Assessments Due Dates
The annual assessments and their respective due dates provided for in this Article shall be established in accordance with the By-laws.
- (h) Effect of Non-Payment of Assessment:
- (I) Remedies of the Association — Any assessments which are not PAID WHEN DUE shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate approved by the OPHA/BOD. The OPHA may bring an action at law against the owner personally obligated to pay the same or foreclose its lien against such owners Lot, in either event, interest, costs and attorneys fees may be assessed against said delinquent member. Notice of such action shall be made in writing and delivered via certified mail to delinquent member in accordance with the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-232, et seq., as such act may be amended from time to time. Each owner, by his acceptance of a Deed to a Lot, vests in the OPHA or its agents, the right and power to bring all actions against him personally for the collection of such charges as a debtor, or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Paragraph shall be in favor of the OPHA and shall be for the benefit of all other owners. The OPHA, acting on behalf of the owners, shall acquire, hold lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Areas, entrance or lighting of the Subdivision or abandonment of his Lot;
- (II) Priority of Lien — The lien of the assessments provided for in this Paragraph shall be prior and superior to all other liens except ad valorem taxes and all sums unpaid on a first deed to secure debt of record. The sale or transfer of any lot shall not affect any assessment lien; provided, however, that the sale or transfer of any Lot pursuant to the foreclosure of a first deed to secure debt thereon or a sale for taxes due, shall extinguish the lien of such assessment as to the payment thereon which became due prior to such

sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof;

- (j) Exemption — All lots shall be exempt from the assessments created herein until they are conveyed by the Developer to another owner.

26. ADMINISTRATION

- (a) Responsibility for Administration --- Subject to the provisions of this Section, and except as otherwise expressly provided herein, the administration of the OPHA, the maintenance, repair and replacement of the Common Areas, entrance and lighting of the Subdivision and those acts required of the OPHA pursuant to the Covenants shall be the responsibility of the OPHA. Such administration shall be covered by the Covenants, the By-laws and the Rules & Regulations of the OPHA. The duties and powers of the OPHA shall be those set forth in the Covenants, said By-laws and Rules & Regulations, together with those reasonably implied to effect the purposes of the OPHA. Such duties and powers shall be exercised in the manner provided by the Covenants, the By-laws and the Rules & Regulations of the OPHA. The OPHA establishing and collecting annual assessments, and arranging for the carrying out of the functions and activities of the OPHA as provided herein;
- (b) Limitation of Liabilities Indemnification — Notwithstanding the duty of the OPHA to maintain any Common Areas, entrance and lighting of the Subdivision, the OPHA shall not be liable for injury or damage caused by any latent condition of any of these areas, nor for injury caused by the elements, owners or other persons, nor shall any officer or director of the OPHA be liable to any owner for injury or damage caused by such officer or director in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer or director. Each officer and director of the OPHA shall be indemnified by the OPHA against all expenses and liabilities, including attorney's fees reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the OPHA, or any settlement, whether or not he is an officer or director of the OPHA at the time such expense and liabilities are incurred, except in cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the OPHA/BOD approves such settlement and reimbursement as being in the best interest of the OPHA.

27. GENDER

Whenever in these Covenants the context so requires the singular number shall include the plural and converse, and the use of any gender shall be deemed to include all gender.

IN WITNESS WHEREOF, the Developer has executed these Protective Covenants, under seal, effective the day and year first above written.

OWNERS OF OAK POINTE

(Signatures on file)

Witness: John A. Dotson, Vickie J. Smith, N.P. Georgia State at Large

Date of Notarization: 5/10/87 Date of Expiration: 7/30/89 My Commission Expires: 7/30/89

County of Authorization: Bulloch

STATE OF GEORGIA, BRYAN COUNTY.

I hereby certify this instrument was filed for Record in the Clerk's Office, Superior Court said County on the 1st day of September, 1987 at 4:00pm and recorded in Book No 6-Y, Page 157-182 this 1st day of September, 1987 by L. Walker, Deputy Clerk Superior Court, Bryan County, GA

AMENDMENTS ON RECORD

Amcndment recorded on September 4, 1987, in Deed Book 6-Y, Page 278-79, Bryan County, Georgia, records;

Amendment recorded on March 15, 1988, in Deed Book 7-D, Page 436-38, Bryan County, Georgia, records;

Amendment* recorded on December 6, 2006, in Deed Book 476, Pages 0126-0142, Bryan County, Georgia, records.

*includes Letter of Transfer

ENCLOSURE (2)

NOV 17 11 00 AM '04

476 0112

04 DEC -6 AM 11:58

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

Coastal Partners
P.O. Box 85
Statesboro, GA 30459

October 18, 2004

Oak Pointe Home Owners Association
17 Oak Pointe Drive
Richmond Hill, GA 31324
Attn: Mrs. Sharon Brookshire

Dear Homeowners Association:

Coastal Partners developed Oak Pointe Subdivision in Bryan County and created the protective covenants for building of residences. We the developers hereby transfer our rights to approve and enforce these covenants to the Homeowners Association.

Sincerely,



Lamer O. Reddick, Partner

Oak Pointe Homeowners' Association, Inc.

BY-LAWS

ARTICLE I

Section 1. Name. The name of this corporation is Oak Pointe Homeowners' Association, Incorporated, which may be abbreviated herein as "OPHA".

ARTICLE II

Section 1. Applicability. These By-Laws and each provision thereof shall be applicable to all Lots and Members, as defined, within the Declaration of Protective Covenants.

ARTICLE III - Membership

Section 1. Members. Every person, as defined, who is a record owner of a fee or undivided fee interest of any Lot within the subdivision of Oak Pointe as detailed in the Declaration of Protective Covenants shall be a Member of the OPHA; provided, however, that anyone who holds such interest solely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Subdivision of Oak Pointe. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classification of Members. Members shall be divided into two classes denominated as Class-A Members and Class-B Members and defined as follows:

- a. Class-A Members shall be all Owners as defined in Article III, Section 1, with the addition of Homeownership on said Lot. Class-A Members shall be entitled to one (1) vote for each Lot/Home in which they hold the interest required for Membership. When more than one Person holds such interest or interests in any Lot/Home, all such Persons shall be Members, and the vote for such Lot/Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot/Home. In the event Joint Owners of a Lot/Home have not determined among themselves as to the mode and manner of a vote, then, in that event, the vote associated with that Lot/Home shall be excluded.
- b. Class-B Member shall be Lot owners whose property is undeveloped. Class-B Members shall not have voting privileges. The Class-B Membership rights shall cease and be conveyed to Class-A Membership upon the development of said Lot with a Home. After the happening of this event, the Class-B Member shall be deemed to be a Class-A Member, entitled to one (1) vote for each Lot/Home in which it holds the interest required for such Membership.

Section 3. Lien and Other Rights. The OPHA shall have a lien on the outstanding memberships in order to secure payment of any sums which may become due from the holders thereof to OPHA for any reason whatsoever. In addition, for such time as any sums may be due, the Member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership, including use of any recreational facilities, the Common Areas or ingress or egress to the Property.

ARTICLE IV - Meetings

Section 1. Place of Meeting. Meetings of the membership shall be held any suitable place convenient to the membership as may be designated by the Board of Directors (herein referred to as "BOD").

Section 2. Annual Meetings. There will be at least two (2) regular meetings each year. Directors and Officers will be elected in the fall meeting and take office on January 1 of the following year. A budget and program of work will be presented and voted upon at the fall meeting. There will be a meeting in the spring to report on the budget and progress in accomplishing the program of work. The Members may also transact such other business of the OPHA as may properly come before them in accordance with Meeting procedures as described herein.

Oak Pointe Homeowners' Association, Inc.

BY-LAWS

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the BOD or upon a petition signed by Members representing at least one-fourth (1/4) of all of the votes of the Class-A membership having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. An Emergency Meeting may be called by the President on twenty-four (24) hour notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail, email, fax, hand-deliver or post a notice of each annual or special meeting, stating the purpose thereof, as well as the date, time and place where it is to be held, to each Member of record, at his address as it appears on the membership book of the OPHA, or if no such address appears, at his last known place of address, at least thirty (30) but not more than ninety (90) days prior to such meeting.

Section 5. Quorum. The presence, either in person or by proxy, of Members representing at least fifty (50) percent of the vote of Class-A Members entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the act of the Members, except when approval by a greater number of Members is required by the Declaration of Protective Covenants, the Articles of Incorporation of the OPHA or these By-Laws. In determining whether a quorum is present, proxies may be counted as persons present.

Section 6. Lack of Quorum. If a quorum is not achieved at such meeting, the entire membership will be notified of a second meeting at least 30 days prior to the meeting date as provided in Article IV, Section 4. If at this second meeting, a quorum is still not attained then a majority of membership present will constitute the required quorum and all absentees will be cast with the Majority vote.

Section 7. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote as defined by Article III, Section 2, on each question. The vote of the Members representing a fifty-one (51%) percent majority of the total votes entitled to be cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or the Declaration of Protective Covenants, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Members shall be eligible to vote, either in person or by proxy, or to be elected to the BOD, who is shown on the books or management accounts of OPHA to be more than thirty (30) days delinquent in any payment due OPHA.

Section 8. Proxies. Any Class-A Member may appoint any other Class-A Member or any other person permitted by law or by these By-Laws as his proxy. In no case may any Class-A Member cast more than two (2) votes by proxy in addition to his own vote. Any proxy must be in writing and filed with the Secretary of the OPHA and must comply with all requirements imposed by law or by these By-Laws. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 9. Order of Business. The order of business at all regularly scheduled meetings of the Membership shall follow Roberts Rules of Order

ARTICLE V - Government

Section 1. Number and Qualification. The affairs of OPHA shall be governed by the BOD composed of the President, Vice President, Secretary, Treasurer and three (3) Directors at Large which shall be Class-A Members of the OPHA.

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Section 2. Power and Duties. The BOD shall have all the powers and duties necessary for the administration of the affairs of OPHA and the residential community. The powers and duties of the BOD shall include, but not be limited to, the following:

To provide for the:

- a.) Control and manage the business of the Corporation, and to report, in writing, to the membership the financial condition semi-annually.
- b.) Care and upkeep of the Common Areas and to administer the activities and enforcement of the Architectural Review Committee and any other properties or activities charged to the care of OPHA.
- c.) Establishment and collection of assessments and/or carrying charges from the Members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws, the Covenants and The Rules And Regulations.
- d.) Designation, hiring and/or dismissal of the personnel necessary for the good working order of the residential community and to provide services for the Subdivision, in a manner consistent with law and the provisions of these By-Laws, the Charter and the Covenants.
- e.) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the residential community and Common Area as are designated to prevent unreasonable interference with the use and occupancy of the Subdivision, by the Members, all of which shall be consistent with law and the provisions of these By-Laws, the Charter and the Covenants.
- f.) Appoint an Architectural Review Committee.

Section 3. Nomination. Nomination for election to the BOD shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the BOD, and two or more Class-A Members of OPHA. The nominating committee shall be appointed by the BOD prior to each annual meeting of the Membership, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the BOD as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be only be made from Members.

Section 4. Election. Election to the BOD shall be by secret written ballot. At such election, the Class-A Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

Section 5. Term of Office. The members of The BOD shall be elected for a one (1) year term and shall not hold the same position of the BOD for more than two (2) years consecutively.

Section 6. Vacancies. Vacancies in the BOD caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected by the Members at the next annual meeting.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the OPHA shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

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Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to any Director who is also a Member of the OPHA for services performed for the OPHA in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the BOD before the services are undertaken.

Section 9. Organizational BOD Meeting. The first meeting of a new BOD shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole BOD shall be present.

Section 10. Regular BOD Meetings. Regular meetings of the BOD may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the BOD shall be given to each Director, personally, or by mail, telephone or email, at least fourteen (14) days prior to the date named for such meeting.

Section 11. Special BOD Meetings. Special meetings of the BOD may be called by the President on three (3) days, notice to each Director, given personally, or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the BOD shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) of the Directors.

Section 12. Quorum. At all meetings of the BOD a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of BOD. If at any meeting of the BOD there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

Section 13. Action Without Meeting. Any action of the BOD required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the BOD shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the BOD.

Section 14. Fidelity Bonds. The BOD may require that all Officers and employees of the OPHA handling or responsible for OPHA or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by OPHA.

ARTICLE VI

Section 1. Designation. The principal officers of OPHA shall be a President, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Secretary and an Assistant Treasurer and such others officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

a.) Committee Chairpersons shall be appointed each year by the BOD or President.

Section 2. Election of Officers. The officers of OPHA shall be elected annually by the Class-A Membership.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the BOD, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the BOD, or at any special meeting of BOD called for such purpose. Any officer may resign at any time by giving written notice to BOD, 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 4. President. The President shall be the chief executive officer of the OPHA. He shall preside at all meetings of the members and of the BOD, and shall see that orders and resolutions of the BOD and members are carried out. He shall have all of the general powers and duties which are usually vested in the office of president of an association. He shall be authorized to sign all checks and other such instruments as the BOD

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may direct. He will authorize the expenditures of operating and capital funds previously approved in the annual budget.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the BOD shall appoint some other member of the BOD to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the BOD. He shall have the authority to sign checks in the absence of the President and other such instruments as the President may direct.

Section 6. Secretary. The Secretary shall record the votes, keep the minutes of all meetings and proceedings of the BOD and Members of the OPHA; he shall have charge of the membership transfer books and of such other books and papers as the BOD may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to OPHA. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of OPHA in such depositories as may from time to time be designated by the BOD; shall cause an annual audit of the OPHA 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 to the membership at its regular annual meeting and deliver a copy to each of the Members. The Treasurer shall have the authority to sign checks.

Section 8. Directors at Large. The Directors at Large shall perform such duties as may be assigned to them by the President or the BOD.

ARTICLE VII

Section 1. Liability and Indemnification of Officers and Directors. The OPHA shall indemnify every Officer and Director of the OPHA against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then BOD of the OPHA) to which he may be made a party by reason of being or having been an Officer or Director of the OPHA, whether or not such person is an Officer or Director at the time such expenses are incurred. The Officers and Directors of the OPHA shall not be liable to the Members of the OPHA for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The Officers and Directors of the OPHA shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the OPHA or the Subdivision, (except to the extent that such Officers or Directors may also be Owners of Lots within the Subdivision) and the OPHA shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Officer or Director of the OPHA or former Officer or Director of the OPHA may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the OPHA and the residential community. No contract or other transaction between the OPHA and one or more of its Directors, or between the OPHA and any corporation, firm or association in which one or more of the Directors of this OPHA are Directors or Officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the BOD or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

- a. The fact of the common directorate or interest is disclosed or known to the BOD or a majority thereof or noted in the minutes, and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

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- b. The contract or transaction is commercial reasonable to the OPHA at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the BOD or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Section 1. Management and Common Expenses. The OPHA, acting by and through its BOD, shall manage and operate the Subdivision, and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for, the following:

- a. The cost of such insurance as the OPHA may effect.
- b. The cost of providing such legal and accounting services as may be considered necessary to the operation of the Subdivision.
- c. The cost of the maintenance or repair of any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the BOD to protect the Common Areas or to preserve the appearance or value of the Subdivision, or is otherwise in the interest of the general welfare of all Owners of the Lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the BOD and not without reasonable written notice to the Owner of the Lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in these By-Laws.
- d. The cost of the maintenance, repair or construction as called for in the Declaration of Protective Covenants.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the OPHA, if any, the owner of any Lot shall, at his own expense, maintain the interior and exterior of any improvements on his Lot within the right-of-way which is contiguous to his Lot and all driveways and any and all equipment and fixtures therein situated, and its other appurtenances, in good order, condition and repair, and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Lot and appurtenances, in addition, if any, as called for in the Declaration of Protective Covenants.

Section 3. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the OPHA, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX - Corporate Accounts

Section 1. Fiscal Year. The fiscal year of the OPHA shall begin on the first day of January every year, except for the first fiscal year of the OPHA, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the BOD should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the OPHA shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts,

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in chronological order, of receipts and of the expenditures affecting the Subdivision, and its administration and shall specify the maintenance and repair expenses incurred. The amount of any assessment required for payment of area capital expenditures of the OPHA shall be credited upon the books of the OPHA to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 3. Auditing. At the close of each fiscal year, the BOD may require that the books and records of the OPHA be audited by an independent certified public accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. If such report is required and prepared, the OPHA shall furnish its Members, and the holders of any mortgages or deeds of trust, requesting same within ninety (90) days from date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the OPHA.

Section 4. Inspection of Books. The books and accounts of the OPHA, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the OPHA, and/or their duly authorized agents or attorneys, and to the institutional holder of any mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as Members.

Section 5. Execution of OPHA Documents. With the prior authorization of the BOD, all notes and contracts shall be executed on behalf of the OPHA by either the President or Vice President, and all checks shall be executed on behalf of the OPHA by such officers, agents, or other persons as are from time to time so authorized by the BOD.

- a.) All checks must be signed by two (2) authorized Officers.
- b.) All expenditures must be paid by check.
- c.) No unbudgeted expenditure or debtor and/or creditor relationship in excess of \$250.00 shall be entered into without the approval of the Membership in a meeting called for that purpose.

Section 6. Extraordinary Emergency Expenditures. During extreme conditions, such as, but not limited to, storm damage requiring tree removal that impairs the safety and well-being of Oak Pointe residents and property, the BOD may execute the necessary expenses to expeditiously remedy the situation. The BOD must unanimously agree in writing to the expenditure. The BOD must notify the membership of said expense within fifteen (15) days in writing.

ARTICLE X - Amendments

Section 1. Amendments. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of Class-A Members present in person or by proxy.

ARTICLE XI

Section 1. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Covenants and in these By-Laws shall be given in writing.

Section 2. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

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Section 7. Conflicts. These By-Laws are subordinate to all provisions of the Declaration of Protective Covenants. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Covenants. In the event of any conflict between these By-Laws and the Charter, the provisions of the Charter shall control; and in the case of any conflict between the Covenants and these By-Laws, the provisions of the Covenants shall control, and in the event of any conflict between the aforesaid Covenants and any of the laws of the State of Georgia, the provisions of the statute shall control.

Oak Pointe Homeowners' Association, Inc.
RULES & REGULATIONS

A. PURPOSE & RESPONSIBILITY

1. The primary responsibility of the Rules & Regulation Committee (RRC) is to document complaints and provide recommendations to the Oak Pointe Homeowners' Association Board of Directors (OPHA BOARD). The RRC is not an enforcement body in itself.
2. The Committee will receive and address complaints submitted by Lot owners in Oak Pointe subdivision in accordance with the procedures herein.
3. The RRC will consist of a maximum of five (5) members who shall be selected by the Board of Directors of the Oak Pointe Homeowners' Association. Committee officers shall include a Chairperson and a Secretary.

B. POLICIES

1. The RRC will only address complaints from Lot owners.
2. The RRC will only address complaints that are within the jurisdiction of Oak Pointe subdivision's Declaration of Covenants, By-Laws and Rules and Regulations.
3. The RRC will receive complaints and refer them with or without recommendations to the OPHA BOARD for further action. The Board is responsible for notifying the plaintiff and, or defendant(s) as to the final disposition of the complaint.
4. Procedures and policies of the Committee, as adopted by membership, will remain in effect until changes, amendments or additions are voted on at an OPHA meeting.
5. A copy of these policies and procedures will be available to any Lot owner on request.
6. Enforcement of the OPHA Rules & Regulations, and actions against violations thereof, shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant herein, and may be brought to restrain the violation or recover damages, or both. Such action must be initiated by the OPHA BOARD in accordance with those procedures provided within the Covenants, By-laws and Rules & Regulations of Oak Pointe Homeowners' Association.
7. Invalidation of any one or more of the Rules & Regulations by judgment or court order shall in no manner affect any of the other provisions of the Rules & Regulations or Covenants which shall remain in full force and effect.

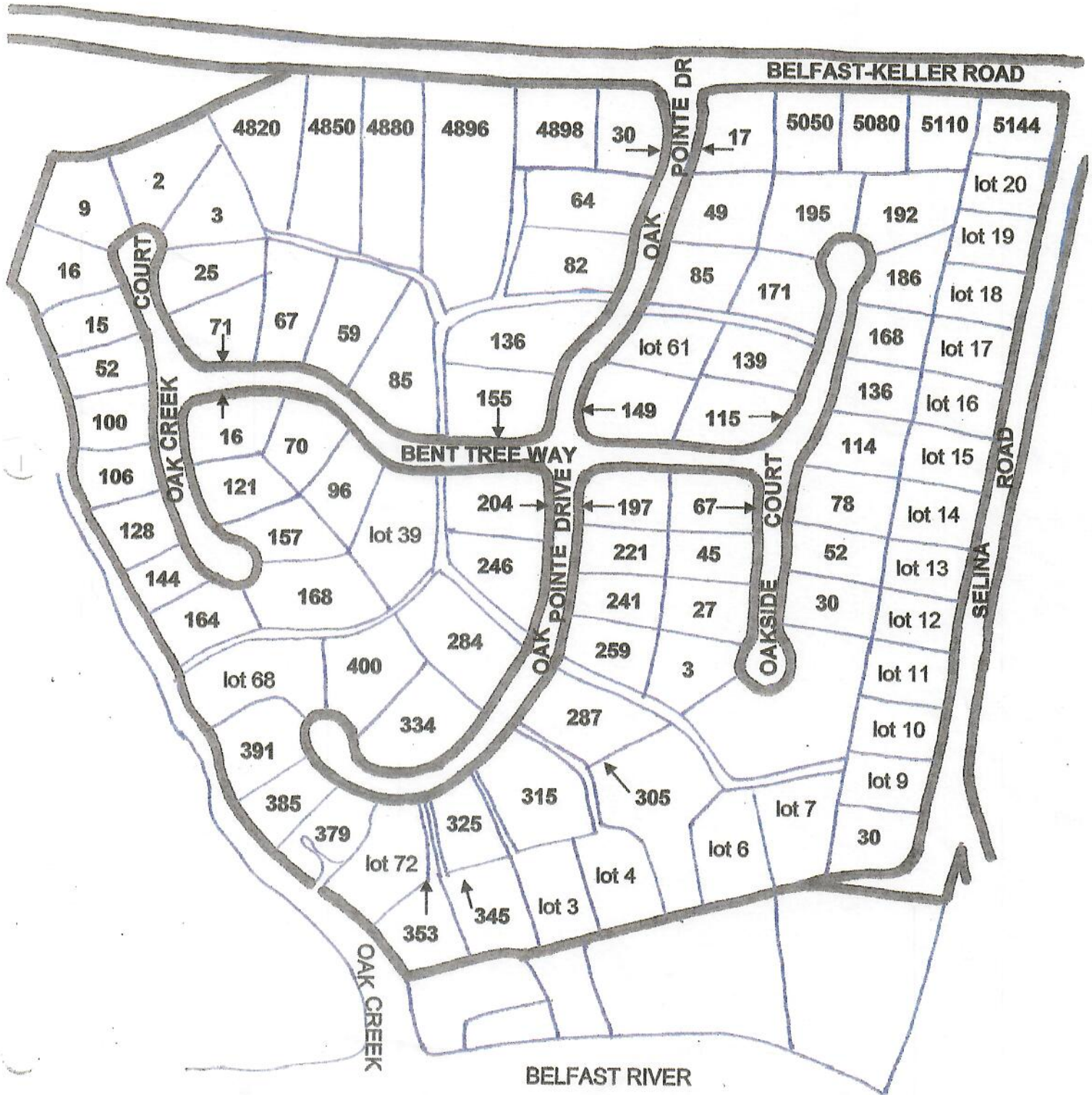
C. PROCEDURES

1. Complaints must be presented to a member of the RRC in written form and include the following:
 - a) Nature of Complaint
 - b) Statement of desired action
 - c) Citing specific page and paragraph of the Declaration of Covenants, By-Laws or Rules & Regulations that would govern the RRC action.
2. Complaints will be reviewed by the RRC within fifteen (15) days after receipt. If the complaint is found to be valid and within the jurisdiction of the OPHA, the complaint will be submitted to the BOD for further action.
3. Upon review of the complaint, the BOD can take any of the following action(s):
 - a) If the complaint is found to be invalid, it will be returned to the plaintiff.
 - b) Send a written notice of the violation(s) to the defendant via certified mail. Upon receipt or refusal to sign for said notice, the defendant will then have 15 days to correct the violation(s) or submit an appeal in writing to the BOD.
 - c) Send a written notice to the defendant via certified mail outlining the violation(s) and the fine assessed for each violation.
4. A Lot Owner who has been found in violation will be ineligible to file a complaint against any Lot Owner until the violation has been resolved.

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RULES & REGULATIONS

5. In response to a written complaint of non-compliance with the Covenants and these Rules, the defendants' voting privileges will be suspended.
6. Under OPHA rules a \$250.00 fine can be assessed for each violation and will become due within 30 days of receipt or notice of refusal to sign said notice. If after 30 days the fine is not paid and/or the violation(s) are not corrected, additional \$50.00 fine will be assessed each month (30 day period) thereafter that the violation is not corrected.

Oak Pointe



Not to scale